

# MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

## Corrigendum-II

### Reply to bid queries

**Name of Work:** Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.

**Tender No.** N1MISC-CRF-01-R2/2019, Dt.10.01.2019, **Porta No.170**

Dt.26.01.2019

Sr. No.	Reference No/Clause No	Bid Condition	Query/Request	Maha-Metro Reply to the Queries
1.			We understand that <b>“if the concrete road project of Flyover/ ROB project or Building work project is under execution, but if the values of completed work is more than the required value of qualification of work</b> , then such works even if under execution will also be consider to fulfill the qualification criteria of clause no.4.2 a) Specific construction & contract Management experience of the subject tender. Please confirm our understanding.	Tender conditions prevails.
2.			We once again request you that for “RCC Box by pushing method under railway track” please allow specialized agency as a JV partner or allow executing such specialized work by specialized Subcontractor during post award stage.	JV is allowed. Refer addendum attached herewith.





3.	<b>Schedule B, Item No.37</b>		Providing and installation of lifts. Kindly let us know if lifts with machine rooms are required or otherwise.	Lift with machine room are required
4.	<b>Part.I: Bidding Procedures: Section II BDS (ITB 4.1)</b>	Maximum number of members in the JV shall be: JV is Not permitted		<b>Modified :</b> Section II BDS (ITB 4.1) Maximum number of members in the JV shall be Two.
5.	<b>Part. I: Bidding Procedures: Section: III Evaluation &amp; Qualification Criteria</b>	Qualification; Eligibility, Historical contract Performance, Financial situation & Experience		<b>Refer Addendum</b> Annexure-I: Section III Evaluation & Qualification Criteria
6.	<b>Part. I: Bidding Procedures: Section IV Bidding Forms</b>	Bidding forms and format		<b>Refer Addendum</b> Annexure-II : Section IV Bidding Forms



*[Signature]*  
**General Manager(Procurement)**  
**Maha-Metro, Nagpur**



## ADDENDUM

### Annexure-I

## MAHARASHTRA METRO RAIL CORPORATION LIMITED

### BIDDING DOCUMENTS FOR

Name of Work: Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.

TENDER NO. N1-MISC-CRF-01-R2/2019

PART I: BIDDING PROCEDURE  
SECTION III: EVALUATION AND QUALIFICATION CRITERIA

Jan- 2019



**Maharashtra Metro Rail Corporation Limited**  
Metro House, Bungalow No: 28/2,  
Anand Nagar, CK Naidu Road,  
Civil Lines, Nagpur-440001  
Maharashtra,  
INDIA

Website: <http://www.metro railnagpur.com>





### SECTION-III: Evaluation & Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

#### 1. Evaluation

In addition to the criteria listed in ITB 35.2 the following criteria shall apply:

##### 1.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's technical capacity to mobilize key equipment and key personnel to carry out the works, (b) manufacture / construction method, (c) manufacture / construction schedule (d) sufficiently detailed supply sources, in accordance with requirements specified in Section VII – Works Requirements.

“In accordance with BDS16 and BDS29, the ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section XI - SHE Specifications.”

##### 1.2 Multiple Contracts - Not Applicable

##### 1.3 Alternative Completion Times – Not Applicable

##### 1.4 Technical alternatives – Not Applicable

##### 1.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.



## 2. Qualification

Refer to Initial Filter Evaluation Criteria and Initial Filter Questionnaire. Only those Bidders qualifying as per Initial Filter Evaluation Criteria will be considered for further evaluation.

The Bid submission of Bidders, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated hereunder, shall not be considered for further evaluation and therefore rejected. The mere fact that the Bidder is qualified as mentioned in sub clause 1 to 4 below shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of Bid prescribed in the ITB.

### Qualification

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI - 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Agency Eligibility</b>	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Letter of Bid)
1.4	<b>Government Owned Entity</b>	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default in the past 5 years.	Must meet requirement <sup>2</sup>	Must meet requirement	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity</b>	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance 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.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.





Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder  Note: All pending litigation shall in total not be more than 50% of the Bidder's Net Worth					





Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	<p>(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 24 crores for the subject contract(s) net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p>	Must meet requirement	Must meet requirement	N//A	Lead member must meet requirement	Form FIN – 3.1, with attachments Form FIN – 3.5





Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	Must meet requirement	N/A	Lead member must meet requirement	
3.2	<b>Average Annual Construction Turnover</b>	The average annual turnover from construction of last five financial years should be $\geq$ INR 145 crores	Must meet requirement	Must meet requirement	N/A	Lead member must meet requirement	Form FIN – 3.2
3.3	<b>Profitability</b>	Profit before Tax should be Positive in at least 2(two) year, out of the last five audited financial years	Must meet requirement	Must meet requirement	N/A	Lead member must meet requirement	Form FIN 3.1
3.4	<b>Net Worth</b>	Net Worth of Bidder during last audited financial year should be $>$ INR 15 crores	Must meet requirement	Must meet requirement	N/A	Lead member must meet requirement	Form FIN 3.1





Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
3.5	<b>Bid Capacity Criteria</b>	<p>Bid Capacity: The Bidders will be qualified only if their available bid capacity is more than INR 145 crores. Available bid capacity will be calculated based on the following formula:</p> $\text{Available Bid Capacity} = 2 * A * N - B$ <p>Where,                      A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.12.2018 , 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).                      N = No. of years prescribed for completion of the work                      B = Value of existing commitments for on-going construction works during period of 12 months w.e.f. 31.12.2018.</p>	Must meet requirement	Must meet requirement	N/A	Lead member must requirement	Form FIN 3.4









Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
				All Parties Combined	Each Member	One Member	Submission Requirements
<b>4. Experience</b>							
4.1	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 7(Seven) years, ending December 31, 2018.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	Bidder must have completed either 'individually' or 'JV' following works during the last 7(Seven) years prior to 31.12.2018 as given below: Work of Two lane road RCC Box under railway track, work of Two lane flyover.RoB (either rail/road) of length of at least 750 mtr, Work of Two lane concrete road for a length of 500 mtr, civil structure building work.					Form EXP 4.2(a)





Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		value more than Rs.10 Cr. must have been completed either in above contract or in a separate contract .					

**Note:**

- 1) Each member is defined as JV partner whose stake in JV partnership (Existing or intended) is more than 20%.
- 2) Bidder shall furnish year wise and contract wise details of work for last seven years i.e. 31.12.2018
- 3) **The bidder shall also furnish the details of contract work as mentioned in qualification criteria 4.2 (a) Specific Construction & Contract Management Experience. The work under this clause shall mean work executed for Railways/CPWD/NHA/PWD or Metro Rail Corporation mentioning whose performance work certificate and name of contract including total work done and contract value and completion date.**
- 4) Quantity of successfully completed portion of works executed up to 31.12.2018 will also be considered for qualification of experience criteria.
- 5) The completed value of work done shall be updated up to 31.12.2018 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
- 6) Full (100%) experience for previous works of the JV shall be considered, if the claiming member of the JV has at least 65% share in previous consortium/ JV for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to the percentage share of participation in the previous JV shall be considered. However, if any member has less than 20% share in previous JV/consortium, his experience shall not be considered for evaluation.
- 7). The lead member of the proposed JV/Consortium shall be the one who complies with maximum Specific Construction & Contract Management Experience along with maximum Financial Capabilities as per Sr.3 & 4 above.
- 8). The lead member must have minimum 51% share in the proposed JV/ Consortium.
- 9) .Maximum number of members in the JV shall be 2 (Two)









## ADDENDUM

### Annexure-II

## MAHARASHTRA METRO RAIL CORPORATION LIMITED

### BIDDING DOCUMENTS FOR

Name of Work: Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.

TENDER NO. N1MISC-CRF-01-R2/2019

PART I: BIDDING PROCEDURE

SECTION IV: BIDDING FORMS

**Jan- 2019**



**Maharashtra Metro Rail Corporation Limited  
Metro House, Bungalow No: 28/2,  
Anand Nagar, CK Naidu Road,  
Civil Lines, Nagpur-440001  
Maharashtra,**





INDIA

Website: <http://www.metrotrainnagpur.com>

## Section IV. Bidding Forms

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## 1. Letter of Bid

*[The Bidder shall prepare his Letter of Bid (for both Technical and Financial packages) on a Letterhead paper specifying his name and address]*

Date: \_\_\_\_\_

NCB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: *Not Applicable*

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:  
In case of only one lot, total price of the Bid \_\_\_\_\_  
In case of multiple lots, total price of each lot \_\_\_\_\_  
In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_;
- (f) The discounts offered and the methodology for their application are:  
i) The discounts offered are: \_\_\_\_\_  
ii) The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_;
- (g) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;





- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*[If none has been paid or is to be paid, indicate "none."]*

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_,

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

**Note:** Para (e) and (f) above are not to be included in the Letter of Bid for Technical Proposal





# 1A. Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV)

(On each Firm's Letter Head)

No....

Dated .....

From:

.....  
.....

To,  
THE MANAGING DIRECTOR,  
MAHARASHTRA METRO RAIL CORPORATION LTD.,  
“Metro House”, 28/2, CK Naidu Marg Anand Nagar,  
Civil Lines, NAGPUR  
Maharashtra  
Pin Code- 440001

Sir,

Regarding:

**Name of Work:** “Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.”

Ref: Your notice for Invitation for Bid (IFB) .....

We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture with and for the purposes associated with IFB referred to above.

*(Member(s) who are not the lead partner of the JV should add the following paragraph)\**

‘This JV is led by \_\_\_\_\_ whom we hereby authorize to act on our behalf for the purpose of submission of Bid for ..... and authorize to incur liabilities and receive instructions for an on behalf of any and all the partners or constituents of the Joint Venture.’

OR

*(Member being the lead member of the group should add the following paragraph)\**

‘In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture.’





In the event of our group being awarded the contract, we agree to be jointly with.....  
(Names of other members of our JV)..... and severally liable to the MAHA-METRO, its  
successors and assigns for all obligations, duties and responsibilities arising from or imposed  
by the contract subsequently entered into between MAHA-METRO and our JV.

\*I/We, further agree that entire execution of the contract shall be carried out exclusively  
through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

\* Delete as applicable

**Note:** This form is applicable for Technical Package only





## 2. Appendix to Bid

### 2.1 Schedule of Adjustment Data

(Refer to BOQ / Pricing Document)





## Appendix to Bid

### 2.2 Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid:  
("Contract")

To: ("Contracting Authority")

1. We recognise and accept that *External Development Funding* ("EDF") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between EDF and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract<sup>1</sup>;
  - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
  - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
  - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an EDF-financed contract;

<sup>1</sup> In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this EDF-financed contract.





- 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debar2>;
- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of EDF and resolved to its satisfaction;
- 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of EDF and resolved to its satisfaction;
- 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) in the case of a works or goods procurement procedure:
- having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
  - having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform EDF, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
- 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative

<sup>2</sup> In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this EDF-financed contract.





or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.

6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.

6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties, Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise EDF to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by EDF.

Name: \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signature: \_\_\_\_\_

Duly empowered to sign the bid in the name and on behalf of<sup>3</sup> \_\_\_\_\_

<sup>3</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.





## Appendix to Bid

### 2.3 Copyright Undertaking

Date .....

To:

**General Manager (Procurement)**  
**Maharashtra Metro Rail Corporation Ltd.,**  
(A Joint venture of Govt. of India & Govt. of Maharashtra) "Metro House",  
28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur – 440001  
Country: India; Telefax: +91-0712-2554217.

#### LETTER OF UNDERTAKING

**Contract-N1MISC-CRF-01-R2/2019 – "Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.**

**We, (Name of Bidder / joint venture) hereby undertake that the tender drawings, both in hard copy and digitised format, and the Bid documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the design of the temporary and permanent works.**

We further undertake that the aforesaid tender drawings and documents prepared by **Maharashtra Metro Rail Corporation Limited** shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(Name of tender / joint venture)





### 3. Schedules

*Refer to BOQ / Pricing Document*





## **4. Technical Proposal**

- **4.1 Staffing Schedule & Site Organization**
- **4.2 Method Statement**
- **4.3 Works Programme**
- **4.4 Bidder's Technical Submissions**
- **4.5 Equipment - Form EQU**
- **4.6 Personnel – Forms PER-1 and PER-2**
- **4.7 Outline Quality Plan**
- **4.8 Outline Safety Plan**
- **4.9 Outline Environmental Plan**
- **4.10 Outline Project Management Plan**
- **4.11 Manufacture, Testing and Commissioning Plan**
- **4.12 Statement of Deviations**





#### 4.1 Staffing Schedule and Organization Chart

The Bidder shall provide with the Bid a complete Schedule and Organization chart as required by BDSITB 11.4.1.13.

- (1) The name, background and professional experience of each key staff member to be assigned to this project, with particular reference to his experience of a nature similar to that of the proposed assignment.
- (2) An organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme.
- (3) The Bidder to propose his design organization in detail and outline his manufacturing/testing organization. Also, the Bidders shall provide the necessary details on their staff for the project design phase. For the later phases, staff needs to be proposed for key positions.
- (4) The Bidder must demonstrate that it has the personnel for the key positions that meet the requirements as mentioned in section III Evaluation and Criteria.
- (5) The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.
  - a. Project Manager– Graduate having minimum 15 years of total experience out of which 10 years should be in projects of similar nature.
  - b. Deputy Project Manager (DPM) - Graduate having minimum 10 years of total experience out of which 5 years should be in projects of similar nature.
  - c. SHE Organization– As per the qualification and experience given in SHE manual (shall include an Accident prevention Officer).
  - d. All other key staff shall be graduate with minimum 5 years' experience in relevant discipline.
- (6) Please note that in case Employer judges that the continuation of any person of the Bidder including its subcontractor(s) is not in the interest of the project, a written notice will be given to Bidder who will promptly remove the person within a week.

(7) The Bidder shall submit the Site Organization Chart with narrative description and the relationship between Head Office and the Site Management clearly indicating the clearly distribution of authority and responsibility between Head Office and Site Management.

We hereby confirm that this is minimum project specific mobilization and these will be suitably augmented, as required for achieving the Works requirements and key dates. We also confirm to deploy manpower required for safety as per SHE Manual attached with the Bidding Documents.

SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF BIDDER





## 4.2 Method Statement

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract.
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access.
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints
- (d) Not Used
- (e) Comments on logistics and traffic management **[as may be appropriate].**
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (h) [Insert other information, as may be appropriate.]**





### 4.3 Requirements of Works Programme

- (a) The Works Programme shall show how the Bidder proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- (b) The Works Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- (c) The Works Programme shall include the Bidder's Design Submission Programme and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- (d) The Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Bidder.
- (e) The Bidder should have regard to the possibility that during the Bid evaluation period the Works Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Bidder shall, in the preparation of the Works Programme, take due account of the provisions of Works Requirements – General Specifications in so far as they concern the Works Programme.
- (f) The Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Bidder's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Bidder intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- (g) The Bidder shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Bid. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- (h) All programmes shall include design, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.
- (i) The programme should show the makeup programme / cover up programme for slippage in availability of few of the access area dates to achieve the completion of different stretches as per schedule.





#### 4.4 Bidder's Technical Submissions

##### A. Requirements for Bidder's Technical Submissions

- A1.The Bidder's attention is drawn to the List of Definitions and List of Abbreviations in the Works Requirements and to Clause 1 of the General Conditions in which terms are defined.
- A2.The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Works Requirements in all respects. The Bidder's Technical proposal shall demonstrate such compliance.

The Bidder's Technical Proposals shall establish the safety standards to be followed and installation and testing methods that will be employed.

The following paragraphs list the minimum documentation that shall be supplied by the Bidder as part of his technical package for technical evaluation of the Bid. The Bidder shall include any further information necessary to demonstrate the suitability of his proposal.

##### B. General Requirements

- B1.The Bidder shall submit a detailed clause by clause commentary on all the clauses of the Works Requirements when a clause merely provides information and no other comment is necessary "noted" will suffice. Where the Tenderer is not able to comply fully with certain clauses and proposes an alternative, the deviations shall be consolidated and listed separately in the Statement of Deviations. Excepting the items listed in the statement of deviations, the Bidder shall give a Certificate of Compliance in the form Appendix A for all the items.
- B2.The Bidder shall also advise the conflicts, if any, in the Bid documents between various functional requirements or specifications.
- B3.The Bidder shall detail any potential problems or hazards that have been identified during the Bidder's assessment of the Works Requirement.
- B4.The Bidder shall submit:
- a. Technical Information of Contractor's Equipment proposed by the Bidder such as equipment for mechanised handling of rails, support systems for setting of ballastless track & turnouts for installation, various survey equipment, equipment for transport & delivery of concrete to the site of work etc.
  - b. Information for justifying the Proneness of the equipment proposed by the Bidder.





**C. Technical Requirements**

C1.The Bidder's Technical Proposals shall also cover the following:

C2.Deleted

**D. Technical Documents**

D1.The Bidder's Technical Proposals shall also include the following documents:

a. Deviation Statement

The deviation statement shall draw attention to any part or parts of the Works Requirements - Particular Specification which the Contractor intends to amend or omit and shall contain further material as required.

In producing the deviation statement the Bidder shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the deviation statement.

The Bidder should note that the Specifications submitted with the Bid as part of the Bidder's Technical Proposals will, prior to acceptance of Bid, be merged and consolidated into a single document for incorporation into the Contract.

The Bidder should note that the deviation statement forms a crucial part of the Bidder's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Works Requirements. The quality of the deviation statement will be paramount in evaluating technical compliance of Bids.

b. Codes and Standards

The Bidder shall provide justification for any codes or standards, it proposes in its list as alternatives or additions to those specified in the Works Requirements.

The Bidder will be required, during the Bid process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.





**Appendix A to Bidder's Technical Submissions**

**Certificate of Compliance and Schedule of Deviations**

---

(TO BE SUBMITTED ON TENDERER'S LETTERHEAD)

**CERTIFICATE OF COMPLIANCE**

This Certificate is issued in the full knowledge that the Technical Proposals submitted are in clause by clause compliance with the Works Requirements, except as noted in Statement of Deviations accompanying this Certificate.

Signed \_\_\_\_\_

**Authorized Representative**





**Appendix B to Bidder's Technical Submission****PROPOSALS FOR SUB-CONTRACTED WORKS**

Name of Work: "Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City."

**INFORMATION TO BE FURNISHED BY CONTRACTOR FOR IN HOUSE MANUFACTURE, SUB- CONTRACTORS OR VENDORS**

S. No	Equipment	In-House Manufacture		Proposed Subcontracted Works		Names of Proposed Vendors / Subcontractors		
		%	Description	%	Description	A	B	C etc.
1.								
2.								
3.								
4.								
5.								

\*





### 4.5 Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	





## 4.6 Personnel

### Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

\*As listed in Section III.





**Form PER-2: Resume of Proposed Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>





#### 4.7 Outline Quality Plan

The Bidder shall submit as part of his Bid an Outline Quality Plan illustrating the intended means of compliance with the Work's Requirements and setting out in summary form an adequate basis for the development of the more detailed Quality Plans required. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirement of the Contract. The Bidder may be requested to amplify, explain or develop his Outline Quality Plan prior to the date of acceptance of the Bid due and to provide more details with a view to reaching provisional acceptance of such a Plan.





#### 4.8 Outline Safety Assurance Plan

The Bidder shall submit as part of its Bid an Outline System Safety Assurance Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the design, manufacture, transport, integrated testing and commissioning of Works. The Outline System Safety Assurance Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electromagnetic compatibility / Electro-magnetic Interference Control, reliability, availability and maintainability as given in this Bid.

The Bidder shall also include in the Outline Safety Plan sufficient information to demonstrate clearly the Bidder's proposal for the safety of the Works / Plant / Equipment and personnel at the site. On the basis of this information, the Contractor shall develop a Detailed Site Safety Plan as given in this Bid.

The Outline System Safety Assurance Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Safety Plan to be submitted in accordance with the conditions of this Bid.

The Bidder may be requested to amplify, explain or develop its Outline System Safety Assurance Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such a Plan.





#### **4.10 Outline Project Management Plan**

The Bidder shall submit with his Bid a Project Management Plan as prescribed in Work's Requirement - inter-alia indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists.

Project Director of the consortium shall be based in Nagpur. Design Liaison Engineer, Interface Manager shall be continuously based in Nagpur (India) Project Office throughout the Contract Period. Installation Engineers and Commissioning Engineers shall be continuously based in Nagpur during the respective activities.

The Bidder shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.





#### **4.9 Outline Safety, Health and Environmental Plan**

The Bidder shall submit as part of his Bid an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient compliance to the conditions of contract on SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Sub-Clause 4.18 of the GC and Clause 9 of PC.

The Outline Plan shall be headed with a formal statement of policy in relation to Safety, Health & Environment protection and shall be sufficiently informative to define the Bidder's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with Sub-Clause 4.18 of the GC and Clause 9 of PC.

The Bidder may be requested to amplify, explain or develop its Outline Environmental Plan prior to the date of issue of Letter of Acceptance and to provide more details with a view to reaching provisional acceptance of such a plan.





#### **4.11 Manufacture, Testing and Commissioning Plan**

The Bidder shall submit with its Bid, the methods by which the Bidder intends to manufacture and test the components / equipment. Details shall be given of the locations and arrangements for offshore and indigenous works, the facilities available and any understanding from others that the Bidder has in such matters. The manufacturing methods to be employed, the equipments and facilities available or proposed to be set up off-shore and or in India, will be analyzed during technical evaluation and shall be in sufficient detail to allow a full appreciation of the Bidder's proposals in relation to all aspects of the Works. The extent of automation involved in manufacture, particularly in the area of welding, shall be clearly stated for both off-shore and indigenous manufacture.





## **5. Bidders Qualification without prequalification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.





### 5.1 Form ELI -1.1

## Bidder Information Form

Date: \_\_\_\_\_  
 NCB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
E-mail address: _____
1. Attached are copies of original documents of
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
<input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing:
<ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.





**5.2 Form ELI -1.2****Bidder's JV Information Form**

*(to be completed for each member of Bidder's JV and any Specialized subcontractor if applicable)*

Date: \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.3.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.





### 5.3 Form CON – 2

#### Historical Contract Non-Performance, Pending Litigation and Litigation History

(to be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert current year number less 5]/specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [insert current year number less 5] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			





Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	





**5.4 Form FIN – 3.1:****Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 15 for the exchange rate





**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for 5 (*five*) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
  - (b) beindependently audited or certified in accordance with local legislation.
  - (c) becomplete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the 5 (*five*) years required above and complying with the requirements

---

<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.





**5.6 Form FIN – 3.3:****Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (INR)</b>
1		
2		
3		





**5.5 Form FIN – 3.2:**

**Average Annual Construction Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.





**5.7 Form FIN – 3.4:****Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all 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.

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current US\$ Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [US\$/month]</b>
1					
2					
3					
4					
5					





**5.8 Form EXP - 4.1**

**General Construction Experience**

*(Each Bidder or member of a JV must fill this form)*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year*	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

\* See Section III Evaluation and Qualification Criteria – Sub Factor 4.1





**Form EXP - 4.2(a) (cont.)**  
**Specific Construction and Contract Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

**Notes:**

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year, For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31<sup>st</sup> December of each year for the works completed in respective year. For the works completed in the latest year before 31<sup>st</sup> of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.





**5.9 Form EXP - 4.2(a)****Specific Construction and Contract Management Experience****(each Bidder or member of a JV must fill this form)**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				





**5.10 Form EXP - 4.2(b)****Construction Experience in Key Activities**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>5</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Key Activity No One: \_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	US\$ equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

<sup>5</sup> If applicable  
MAHA-METRO





	<b>Information</b>
Address:	
Telephone/fax number	
E-mail:	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Key Activity No. Two

3. ....

**Notes:**

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31<sup>st</sup> December of each year for the works completed in respective year. For the works completed in the latest year before 31<sup>st</sup> of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.





## 6. Form of Bid Security

(Demand Guarantee)

Beneficiary: \_\_\_\_\_

Invitation for Bids No: \_\_\_\_\_

Date: \_\_\_\_\_

BID GUARANTEE No.: \_\_\_\_\_

Guarantor: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.





Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees(URDG) 2010 Revision, ICC Publication No. 758.

---

*[signature(s)]*





## 7. Form of Bid-Securing Declaration

FORM DELETED





### 8. Form of Joint Bidding Agreement

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Bid are required to follow the applicable law in their country)*

FORM OF CONSORTIUM AGREEMENT BETWEEN  
M/S....., M/S.....,  
M/S..... AND M/S.....  
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day of ..... Two thousand Twelve between

..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

*(The Bidding consortium should list the name, address of its registered office and other details of all the consortium Members)*

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the '.....' ("Works") for Nagpur Metro Rail Project to be awarded by Nagpur Metro Rail Corporation Limited (hereinafter referred as "MAHA-METRO" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS MAHA-METRO desired to engage a contractor for ..... [name of the Works] for Nagpur Metro Rail Project.

AND WHEREAS the Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to ..... [Insert the name of purchaser of Bidding Document].





AND WHEREAS Para BDS ITB 4.79 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by the Company, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of ..... (the names of all the other Members of the Consortium to be filled in here) to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MAHA-METRO or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with MAHA-METRO and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations under the Contract with MAHA-METRO. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the Consortium Members, the Lead Member shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of \_\_\_\_\_.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the Consortium.
8. It is hereby agreed that in case of selection of bidding consortium as the Successful





Bidder, the Parties to this Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the Consortium, as stipulated in the Bidding Documents.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.

11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:

.....  
.....

12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.

13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

14. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] / [the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]

15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.

16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.

17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead





Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of ..... For and on behalf of  
has been affixed in my/our Consortium Member (party 1)  
presence pursuant to the M/s.....  
Board of Director's resolution  
dated .....

.....	.....
(Signature)	(Signature of authorized
representative)	representative)
Name: .....	Name: .....
Designation:.....	Designation: .....
Place: .....	
Date: .....	

Witness:

1. ....  
(Signature)  
Name .....  
Designation.....
2. ....  
(Signature)  
Name .....





Designation.....

Common Seal of .....  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated .....

For and on behalf of  
Consortium Member (Party 2)  
M/s.....

.....  
(Signature)

Name:  
Designation:  
Place:  
Date:

.....  
(Signature of authorized  
representative)

Name:  
Designation:

WITNESS

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place: .....

Date: .....

Common Seal of .....  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated .....

For and on behalf of  
Consortium Member (Party 3)  
M/s.....





.....  
(Signature)

Name:  
Designation:  
Place:  
Date:

.....  
(Signature of authorized representative)

Name:  
Designation:

WITNESS

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Attested:

.....  
(Signature)  
(Notary Public)

Place: .....

Date: .....





## 9. Form of Legal Capacity/ Power of Attorney

(Refer ITB20.2)

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

### Format for Board Resolution

**(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) for '.....' [name of the work] for Nagpur Metro Rail Project.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to MAHA-METRO as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our said Bid including signing and executing the Contract Documents, making representations to MAHA-METRO or any other authority, and providing information / responses to MAHA-METRO, representing us in all matters before MAHA-METRO, and generally dealing with MAHA-METRO in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with MAHA-METRO and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.





Signature and stamp of Company Secretary / Managing Director/Director of Bidder

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

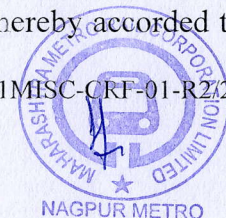
**(B) Format for the Board resolution to be passed by Lead Member of Consortium (applicable in case the Bidder is a consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) for '.....' [name of the work] for Nagpur Metro Rail Project in consortium with \_\_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a Consortium Agreement as per the format annexed to the aforesaid Bidding Documents with \_\_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the





Company to accept and act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by MAHA-METRO for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which MAHA-METRO may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to MAHA-METRO and providing information / responses to MAHA-METRO, representing the Consortium in all matters before MAHA-METRO, and generally dealing with MAHA-METRO and/or any other authority in all matters in connection with Consortium's Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with MAHA-METRO and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Consortium's Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to MAHA-METRO as part of the Bid or such other documents as may be necessary in this regard and to do in the name and on behalf the Consortium all or any of the acts, deeds or things necessary or incidental to submission of said Bid including signing and executing the Contract Documents, making representations to MAHA-METRO or any other authority, and providing information / responses to MAHA-METRO, representing the Consortium in all matters before MAHA-METRO, and generally dealing with MAHA-METRO in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.





2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**(C) Format for the Board resolution to be passed by a Member other than the Lead Member of Consortium (applicable in case the Bidder is a consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) for '.....' [name of the work] for Nagpur Metro Rail Rail Project in consortium with \_\_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a Consortium Agreement as per the format annexed to the aforesaid Bidding Documents with \_\_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize \_\_\_\_\_ (name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney, to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by MAHA-METRO for '.....'.





[name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which MAHA-METRO may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to MAHA-METRO and providing information / responses to MAHA-METRO, representing the Consortium in all matters before MAHA-METRO, and generally dealing with MAHA-METRO and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with MAHA-METRO and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above said Lead Member, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of Mr./Ms....., (insert the name and designation of the concerned official of the Company) to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to MAHA-METRO as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to give effect to this resolution.

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.





3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.





**(D) Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favour of the Lead Member**

WHEREAS Maharashtra Metro Rail Corporation Limited, (the Company) has issued the Bidding Documents on \_\_\_\_\_ for inviting Bids for '.....' [name of the work] for Nagpur Metro Rail Project on the terms and contained in the Bidding Documents;

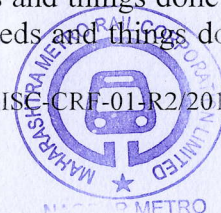
AND WHEREAS ....., ..... and ..... (Insert names of all Members of Consortium) the Members of the Consortium are desirous of submitting a Bid in response to the Bidding Documents, and if selected, undertaking the responsibility of '.....' [name of the work] as per the terms of the Bidding Documents;

AND WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated ..... entered into between all the Members and submitted along with the Bid to appoint ..... (Insert the name and address of the Lead Member) as Lead Member to represent all the Members of the Consortium for all matters regarding the Bidding Documents and the Bid;

AND WHEREAS pursuant to the terms of the Bidding Documents and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s ..... (Insert name of the Lead Member) as the Lead Member to represent us in all matters regarding the Bid and the Bidding Documents, in the manner stated below:-

Know all men by these presents, We ..... (Insert name and address of the registered office of the Member-1), ..... (Insert name and address of the registered office of the Member-2) ..... (Insert name and address of the registered office of the Member-n) do hereby constitute, appoint and authorize .....(name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Document dated \_\_\_\_\_ issued by the Company for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which the Company may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above. The aforesaid Attorney shall be further authorized for making representations to the Company named in the Bidding Documents, and providing information / responses to the Company named in the Bidding Documents, representing us and the Consortium in all matters before the Company named in the Bidding Documents, and generally dealing with the Company named in the Bidding Documents and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done





by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Bidding Documents.

Signed by the within named .....[Insert the name of the executant company] through the hand of Mr. .... duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

..... Signature of Attorney (Name, designation and address of the Attorney)

Attested

..... (Signature of the executant) (Name, designation and address of the executant)

..... Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. .... (Signature) Name ..... Designation.....

2. .... (Signature) Name .....





Designation.....

**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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be notarized by a notary in the home country of company executing this power of attorney and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the said power of attorney is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
3. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).





**(E) Format for PoA for Lead Member  
POWER OF ATTORNEY**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country)*

Power of Attorney to be provided by the Bidder Company/ Lead Member in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company or Lead Member of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [name of the work] for Nagpur Metro Rail Project in response to the Bidding Document dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) (the Company) including signing and submission of the Bid and all other documents related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

(Add in the case of a Consortium)

Our firm is a Member/Lead member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Documents.

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr. ....

duly authorized by the Board to issue such Power of Attorney





Dated this ..... day of .....

Accepted

.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. ....  
(Signature)  
  
Name .....  
  
Designation.....

2. ....  
(Signature)  
  
Name .....  
  
Designation.....

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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.





2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).





**(F) Format for PoA for Other Member(s)  
POWER OF ATTORNEY**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country)*

Power of Attorney to be provided by each Member other than the Lead Member in favor of its representative as evidence of authorized signatory's authority. (applicable to consortium only)

Know all men by these presents, We .....(name and address of the registered office of the Member of the Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to sign and execute the Contract Agreement and any other requisite document in our name and our behalf for '.....' [name of the work] for Nagpur Metro Rail Project in response to the Bidding Document dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) (the Company) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

(Add in the case of a Consortium)

Our firm is a Member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Documents.

Signed by the within named .....[Insert the name of the executant company] through the hand of Mr ..... duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....  
Signature of Attorney  
(Name, designation and address of the Attorney)





Attested

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

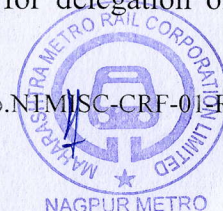
WITNESS

1. ....  
(Signature)  
  
Name .....  
  
Designation.....

2. ....  
(Signature)  
  
Name .....  
  
Designation.....

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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).





## 10. Bid Index

The Bidder shall include with its Bid an index which cross refers all of the Employer's bidding requirements elaborated in these documents to all the individual sections within Package 1: Technical Package and Package 2: Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.





### 11. Form for seeking clarification on Bidding Documents

Name of the Bidder:

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**SIGNATURE OF THE BIDDER**





## 12. Not Used





### 13. Letter of Undertaking Regarding Confidentiality of Bid Information

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per Instructions to Bidder BDSITB 11.4.1.16)

To:

Date: .....

**Managing Director  
Maharashtra Metro Rail Corporation Limited  
Metro House, Bungalow No: 28/2,  
Anand Nagar, CK Naidu Road, Civil Lines,  
Nagpur-440001  
Maharashtra, INDIA**

**Sub: Name of Work: "Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City."**

**Contract No. N1MISC-CRF-01-R2/2019 - Regarding Letter of Undertaking**

We (Name of Bidder / Consortium) hereby undertake that the Bid drawings, both in hard copy and digitized format, and the Bidding documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the execution of Works.

We further undertake that the aforesaid Bid drawings and documents prepared by MAHA-METRO, shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the Bidder / Consortium / Members of Consortium or its/their parent companies or sub-contractors of the Bidder / Consortium are, or will be involved with either in India or in any other Country.

Signed. ....

For and on behalf of  
(Name of Bidder / Joint Venture / Consortium)  
(To be signed by each member of the Joint Venture / Consortium, as applicable)









## 14. Undertaking for Downloaded Bidding Documents

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal <https://mahametrorail.etenders.in>. We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by MAHA-METRO that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by MAHA-METRO.

Company name .....

Name .....

Signature .....

Postal address .....

E-mail ID .....

Phone Fax .....





## 15. Sample Format for Banking Reference for Liquidity

(to be submitted on the letter head of the Bank with Contact details, Address, Phone Number, E. Mail id, etc. )□

### BANK CERTIFICATE

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature:- \_\_\_\_\_  
 Name of Bank: \_\_\_\_\_  
 Senior Bank Manager \_\_\_\_\_  
 Address of the Bank \_\_\_\_\_

Change the text as follows for Joint Venture / JVA / Consortium

This is to certify that M/s ..... who has formed a JV / Consortium with M/s ..... and M/s ..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture / Consortium, we shall provide overdraft / credit facilities to the extent of Rs..... to M/s ..... to meet their working capital requirements for executing the above contract.

Signature:- \_\_\_\_\_  
 Name of Bank: \_\_\_\_\_  
 Senior Bank Manager \_\_\_\_\_  
 Address of the Bank \_\_\_\_\_

[This should be given by the JV members in proportion to their financial participation]





## **16. Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank**

1. This is to certify that the copy of all the documents of Financial Package, submitted with the Technical Package, is a true Copy of the Financial Package with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial Package and even if it is there, it shall be treated as NULL and VOID and stand withdrawn.

**SIGNATURE OF BIDDER**



### 17. Form of Certificate confirming downloading of all Bidding Documents,Corrigendum and Addenda

This is to certify that we, M/s \_\_\_\_\_ [\* Name of the Bidder] have received all Bidding Documents Addenda for Contract No. N1MISC-CRF-01-R2/2019 as listed below:

- 1. Addendum No. ....
- 2. ....
- 3. ....
- 4. ....

**SIGNATURE OF BIDDER**

\* In case of a Consortium, to be submitted by the Authorized representative of the Lead Member.



## **18. Form of Declaration for non-engagement of any agent, middleman or intermediary**

[We hereby declare / We hereby jointly and severally]@ declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of the Employer, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract NULL and VOID.

**SIGNATURE OF THE BIDDER**

(In case of a partnership, joint venture or consortium, to be submitted by the each constituent member)

@ Strike out whichever is not applicable



## **19. Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal**

This is to certify that we, M/s \_\_\_\_\_ [\*Name of the company/consortium] have carefully examined all the contents of the Bidding Documents including Addenda (if any) and all the pages of our proposal have been signed and stamped by our authorized signatory.@.

SIGNATURE OF BIDDER

@In case of a joint venture or consortium, such pages to be signed by authorized signatory of the Lead member.





## 20. Undertaking for ensuring supply of critical spares and availability of technical support

(DELETED)

(To be submitted on Bidder's Letterhead)

Dated:.....

To:

**Managing Director  
Maharashtra Metro Rail Corporation Limited  
Metro House, Bungalow No: 28/2,  
Anand Nagar, CK Naidu Road, Civil Lines,  
Nagpur-440001  
Maharashtra, INDIA**

### Letter of Undertaking

**Contract- N1MISC-CRF-01-R2/2019**, "Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City."

We hereby certify that we will make credible arrangements for ensuring supply of critical spares and availability of technical support for maintenance and up gradation of equipment / systems / Machinery & Plant / Software, etc., which will become part of the Permanent Works executed under the contract (N1MISC-CRF-01-R2/2019 ) during their service life.

Signed.....

For on behalf of

(Name of Bidder / Consortium)





## 21. Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amounts due from balance due

(To be submitted on Bidder's Letterhead)

Dated:.....

### Letter of Undertaking

**Contract-N1MISC-CRF-01-R2/2019-** "Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City."

I \_\_\_\_\_ (State Name of Director/Partner/ Karta/Authorized Person) in capacity of \_\_\_\_\_ of \_\_\_\_\_ (State name of the undertaking organization) here by undertake to reimburse / pass on benefit of any duty draw back / export, import incentive / exemption / concession / benefit etc. obtained for the MAHA-METRO project to MAHA-METRO. I will maintain proper records as required by MAHA-METRO and relevant statute. I will furnish such records to MAHA-METRO as and when required by them.

I agree to adjustment of any benefits/ duty draw back / export, import incentive / exemptions / concessions to be made from the balance due to me without any prejudice.

I also undertake to indemnify MAHA-METRO in case of any loss caused due to non-reimbursement / passing on the benefit of duty draw back / export, import incentive / exemption / concession etc.

I state that everything declared by me is true and correct to my belief.

Signed.....

For on behalf of

(Name of Bidder / Consortium)





## 22. Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated.....

### Letter of Undertaking

**Contract- N1MISC-CRF-01-R2/2019**– Improvement of Junction at Nagpur Railway Station, Jaistambh Chowk along with construction of C.C Road from Manas Chowk to Jaistambh Chowk including box pushing below railway track and construction of C.C Road in Nagpur City.

I \_\_\_\_\_ (State Name of Director/Partner/ Karta/Authorized Person) in capacity of \_\_\_\_\_ of \_\_\_\_\_ (State name of the undertaking organization) here by undertake to get registered under \_\_\_\_\_ (state the type of registration to be obtained) before \_\_\_\_\_ (state time line) (preferably immediately after award of Contract).

I also undertake to indemnify MAHA-METRO in case of any loss caused due to non-registration.

I state that everything declared by me is true and correct to my belief.

Signed.....

For on behalf of

(Name of Bidder / Consortium)





## 23. Declaration of Undertaking

(To be submitted on Bidder's Letterhead)

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>6</sup>. We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country). We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

..... (Place)..... (Date)

(Name of company) .....

(Signature(s))

<sup>6</sup> See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"





**Annexure-I**

**Form CER**  
**Quality Management / Environmental, Social, Health and Safety (ESHS)**  
**Certification**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's JV Member name: \_\_\_\_\_ NCB No.: \_\_\_\_\_

DESCRIPTION	INFORMATION
Identification of the certificate	_____ [insert full name of the certificate]
First award date	_____ [insert day, month, year of first certificate award]
Last update of the certificate	_____ [insert day, month, year of latest renewal, if any]
Issuers Name	_____ [insert full name]
Address	_____ [insert street / number / town or city / country]
Telephone/fax number	_____ [insert phone/fax no., incl. country & city area codes]
E-mail	_____ [insert e-mail address, if available]
Compliance with international standards	The certificate is [ISO 9001, ISO 14001, OHSAS 18001] [select as appropriate] <input type="checkbox"/> Yes / <input type="checkbox"/> No
If no, proof of conformity with ISO standards by the Bidder	The Bidder shall provide a conformity assessment of its certificate by an internationally recognized Accredited Certification Body

The Bidder shall fill this Form for each Certification required under sub criteria 5.1 of Section III – Evaluation and Qualification Criteria





**Annexure I**

**Form ESHS**  
**Environmental, Social, Health and Safety (ESHS) Documentation**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's JV Member name: \_\_\_\_\_ NCB No.: \_\_\_\_\_

The Bidder shall demonstrate the existence of the following in-house policies and procedures.		
	DESCRIPTION	SUPPORTING DOCUMENTATION REQUIRED IN ENGLISH (ORIGINAL OR TRANSLATION)
1	Health & Safety Policy	Policy document or the index of the health & safety manual or other relevant documents acceptable to the Employer.
2	Environmental Management Policy	Policy document or the index of the Environmental Management manual or other relevant documents acceptable to the Employer
3	Declaration of compliance with ILO core labour standards <sup>6</sup> in operations	The Bidder certifies (by ticking explicitly) complying with the following core labour standards  <input type="checkbox"/> Freedom of Association <input type="checkbox"/> Forced Labour <input type="checkbox"/> Discrimination <input type="checkbox"/> Child Labour
4	Reviews, inspections and audits related to ESHS issues within the company and especially on construction sites	Provide detailed samples of such reviews or audits which were carried out during the past 5 years
5	Internal and external integration and enforcement policy	Provide information on:  - how the Bidder ensures that subcontractors, suppliers or temporary workforce a) are aware of and b) comply with ESHS requirements  - nature and content of the ESHS trainings

<sup>6</sup> See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182; more detailed information are available at [www.ilo.org/ilolex/english/docs/declworld.htm](http://www.ilo.org/ilolex/english/docs/declworld.htm).





The Bidder shall demonstrate the existence of the following in-house policies and procedures.		
	DESCRIPTION	SUPPORTING DOCUMENTATION REQUIRED IN ENGLISH (ORIGINAL OR TRANSLATION)
		provided to employees
6	Procedures on main ESHS issues	<p>Unless information is already provided in policy documents submitted under the requirements of Articles 1 and 2 above, provide in-house procedures for managing the following E&amp;S issues, acceptable to the Employer:</p> <p>[Delete items if not applicable and add items specific to the works and resulting from the project's ESMP if any – refer to the “User Guide for including Environmental and Social (E&amp;S) Criteria” located at the start of this SBD of Works]</p> <ul style="list-style-type: none"> <li>a) Wastewater effluents</li> <li>b) Air emissions, noise and traffic</li> <li>c) Waste</li> <li>d) Erosion and sedimentation</li> <li>e) Site rehabilitation and revegetation</li> <li>f) Hazardous products</li> <li>g) Training and recruitment</li> <li>h) Safety on construction sites</li> <li>i) First aid and medical evacuation for staff</li> <li>j) Control of infectious and communicable diseases (HIV/AIDS, malaria...)</li> </ul>





**Annexure I**

**Form EXP – ESHS**  
**Environmental, Social, Health and Safety (ESHS) Experience**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's JV Member name: \_\_\_\_\_ NCB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No. _____ [insert specific number] of [total number of contracts] _____ required	Information		
Contract Identification	_____ [insert contract name and number, if applicable]		
Short Project Description (main scope and key values of project)	_____ [insert short project description]		
Award date	_____ [insert day, month, year]		
Completion date	_____ [insert day, month, year]		
Role in Contract [check the appropriate box]	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	[insert total contract amount in local currency]	[insert total contract amount in US\$ equivalent]	
If party in a JV or subcontractor, specify participation of total contract amount	[insert a percentage amount] _____ %	[insert total contract amount in local currency]	[insert total contract amount in US\$ equivalent]
Employer's name:	_____ [insert full name]		
Address:	_____ [insert street / number / town or city / country]		
Telephone/fax numbers :	_____ [insert phone/fax no., incl.		





Similar Contract No. _____ [insert specific number] of [total number of contracts] _____ required	Information
E-mail:	country and city area codes] _____ [insert e-mail address, if available]
Description of the ESHS challenges and measures implemented under the contract: a) ESHS Challenge b) ESHS Risk Assessment Level c) ESHS implemented measures (as per sub-criteria 5.3 of Section III – Evaluation and Qualification Criteria) d) ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per sub-criteria 5.4 of Section III – Evaluation and Qualification Criteria)	Insert description Insert classification of risk assessment as per development bank classification if applicable Provide ESHS final implementation report acceptable to the Employer Provide evidence of successful: - ESHS knowhow transfer to local partners or subcontractors or - ESHS capacity building to local staff under the contract





