

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Nagpur Metro Rail Project)

BID

DOCUMENT

FOR

Name of Work: Annual Maintenance of Little wood plantation at Vasudeo Nagar, Ambazari.

TENDER NO.

N1-LS-08/2022

October-2022



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

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

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MAHA-METRO

Tender No. N1- LS-08/2022

NIT

NOTICE INVITING TENDER (NIT)

	E-TENDER NOTICE MAHARASHTRA METRO RAIL CORPORATION LTD (A joint venture of Govt. of India & Govt. of Maharashtra) *Metro Bhawan*, East High Court Road (VIP Road), Near Dikshabhumi, Ramdaspath, Nagpur, Maharashtra –440010. Site: http://www.metrotrainagpur.com , Email: md.nmrc.tenders@gmail.com Telefax:0712-2554217
Tender Notice No. N1-LS-08/2022	Dated:12.10.2022
Name of Work: Annual Maintenance of Little wood plantation at Vasudeo Nagar, Ambazari.	

KEYDETAILS: -

Estimated Amount in INR	Rs.12,66,622 /- (Inclusive of applicable GST)
Completion cum Maintenance Period	12 (Twelve) Calendar months from the date of Notice to proceed/LOA.
Documents on sale	Documents can be downloaded from 16.00 hrs. On 13.10.2022 to 16.00 Hrs. on 31.10.2022 from MAHA-Metro's E-Tender Portal.
Cost of documents	INR 11,800/- (Rupees Eleven Thousand and Eight Hundred only) non-refundable (inclusive applicable taxes) payable through e-payment by Debit Card/Credit Card/Net banking, as per procedure given in e-tender portal.
Pre-bid Meeting	Up till 12.00 hrs. on 20.10.2022 (Queries received after this date shall not be taken into consideration) e-mail ID: md.nmrc.tenders@gmail.com OR Bidder's may submit bid queries in writing to ED (Procurement) on the address provided above before time & date.
Tender Security (EMD)	The Bid security/EMD amounting be INR: 13,000/- (Rupees Thirteen Thousand Only) payable through e-payment by Debit Card/Credit Card/Net banking, as per procedure given in bid document. Note: Bid Security is exempted for MSMEs, after submission of Bid Securing Declaration & MSME certificate.
Date & Time of submission of Tender	Online submission up till 16.00 Hrs. on 31.10.2022 on Maha-Metro's e-tender portal.
Date & Time of Opening of Technical bid	On 31.10.2022 at 16.30 Hours at Metro Bhawan", East High Court Road (VIP Road), Near Dikshabhumi, Ramdaspath, Nagpur, Maharashtra-440010." or as decided by Maha-Metro.
<ol style="list-style-type: none"> 1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO (Nagpur) E-tender portal under section in e-tenders. https://mahametrorail.etenders.in 2. In view this tender notice, interested Agencies may visit the Maha-Metro website www.mahametro.org or CPP website https://eprocure.gov.in 3. The bidder shall bear all costs associated with the preparation and submission on the bid. Maha-Metro, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. 	



Devendra Ramtekkar
Executive Director(Procurement)
Maharashtra Metro Rail Corporation Limited (Nagpur)

Section 2. Instructions to Bidders

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Section 2. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1. Maharashtra Metro Rail Corporation Ltd. invites open tender from reputed, well established, technically qualified and financially sound registered firm/company for providing manpower to perform jobs assigned to outsource staff. The agency should comply with all relevant statutory norms such as minimum wages, employees' provident fund, Employees State Insurance, GST etc. Detailed scope of work is defined in Section-5 of this bid document.
- 1.2 Throughout these Bidding Documents:
- (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 2. Source of Funds**
- 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called "funds") from the funding as **(specified in BDS)** toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, Service Providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.3—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during

contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
 - (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.
- 4.3 The Agency's eligibility criteria to bid are described in **Section-3 Eligibility criteria**.
- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid Security.
- 4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS**.

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section - 3 Eligibility criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

Notice Inviting Tender (NIT)

Instructions to Bidders

Bid Data Sheet

Tool Kit for e-tender

Eligibility Criteria

Scope of Work

Conditions of the Contract

Corrupt and Fraudulent Practice Policy

Bidding & Contract Forms

List of Documents to be enclosed

Financial Bid

6.2 The Invitation for Bids (Notice Inviting Tender) i.e. NIT issued by the Employer is part of the Bidding Documents.

6.3 Unless obtained directly by the bidder concerned from the Employer's office (as mentioned in NIT) or Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available at Employer's Office or uploaded on E-Tender portal of Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents, in every respect will be at the Bidder's risk and may result in rejection of its Bid.

- 6.5. The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents issued by Employer or uploaded on the E-tender portal of Employer, which shall otherwise results in rejection of its Bid.
- 6.6. The documents including the Bid Document provided by Employer are and shall remain or becomes the property of Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply *mutatis mutandis* to the Bids and all other documents submitted by the Bidders, and Employer will not return to the Bidders any Bid, document or any information provided along therewith.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received on or before the date specified in this document. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2 **OR as provided for in BDS in consonance with E-Tendering System.**
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

Any site / work information given in this bidding document is for guidance only. It shall be deemed that the Bidder has undertaken a visit to the Work Site of the Works and is aware of and has ascertained itself, the prevailing site conditions, traffic, location, surroundings, climate, demography availability of power, water and other utilities, raw materials, required consumables, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by it prior to the submission of the Bid.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage **(as specified in BDS)**.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting **or as specified in BDS**.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder **OR as provided for in BDS in consonance with E-Tendering System**.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum /corrigendum issued by Employer shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1. **or as specified in BDS**.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following: **(refer BDS for additional requirement)**
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1 **(as specified in BDS)**
 - (d) alternative bids, if permissible, in accordance with ITB 13 **(as specified in BDS)**;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
 - (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.5, the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 16;
 - (i) Any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid **(as specified in BDS)**.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section-7, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB

20.4. All blank spaces shall be filled in with the information requested.

12.2. The Letter of Bid with all Schedules/ Forms shall be completed and signed by an authorized and empowered representative of the Bidder. If the Bidder comprises a JV/Consortium, the Letter of Bid shall be signed by an authorized representative of the Lead Member. Signatures on the Letter of Bid shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer (**as specified in BDS**)

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section-5 Scope of Work.

14. Bid Prices and Discounts

14.1 The prices and **discounts** quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. (**or as specified in BDS**)

14.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the works, as identified in Section 7, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so

determined will be used for price comparison. **(or as specified in BDS)**

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered **(or as specified in BDS)**.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid **(or as specified in BDS)**

14.5 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time **or as specified in the BDS**.

14.7 Unless otherwise **specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date **28 days** prior to the deadline for submission of bids, shall be excluded in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency (ies) of the bid and the currency (ies) of payments shall be **as specified in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section-7 Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

17. Documents Establishing the

17.1 In accordance with Section III, Eligibility Criteria, to establish that the Bidder continues to meet the criteria used at the time

Qualifications of the Bidder

of prequalification or at the time of actual bidding (as the case may be), the Bidder shall provide in the corresponding information sheets included in Section-7, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section-7, Bidding Forms.

17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1 (as detailed in BDS)

17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. **(or as specified in BDS)**

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for **twenty-eight (28) days beyond** the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 **Unless specified in BDS**, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section-7, Bidding Forms, **as specified in BDS**

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by any Scheduled bank in India;
- (b) an irrevocable letter of credit;
- (c) Demand Draft, from any Scheduled Bank in India.
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country as specified in Section-3 Eligibility criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section-7, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by a substantially responsive **Bid security** or **Bid-Securing Declaration** (as the case may be) shall be rejected by the Employer as non-responsive.

19.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 42. (**Replaced in BDS**)

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

- (b) If the Bidder submit fake / forged / fabricated /false documents as well as false & misleading information /data with his Bid which fails the authenticity verifications initiated by MAHA-Metro.
- (c) If the Bidder tamper/ edit/ mutilate the Bid document and associated information/data and submit the same with his Bid.
- (d) If the successful Bidder fails to:
 - (i) *sign the Contract in accordance with ITB 41; or*
 - (ii) furnish a performance security in accordance with ITB 42.
 - (iii) authenticate and verification of performance security

19.8 The bid security or a Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. **or as Specified in BDS, Section-II**

19.9 If a bid security is **not required in the BDS pursuant to ITB 19.1**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Employer may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit one set of copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.**(Replaced in BDS)**

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments

have been made shall be signed or initialed by the person signing the bid. **(Replaced in BDS)**

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. **(As specified in BDS)**

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids (as specified in BDS)

21. Sealing and Marking of Bids (Replaced In BDS)

21.1 The Bidder shall enclose the original and one set of all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process specified in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for

submission of bids shall be declared late, rejected, and returned unopened to the Bidder **or as specified in BDS**

24. Withdrawal, Substitution, and Modification of Bids

24.1 **Unless specified in BDS**, A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are

opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1) **(Replaced in BDS)**

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. **(Replaced in BDS)**

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors

discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29. Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section-5 Scope of Work have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonmaterial non-conformity in the Bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to

any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 31. Correction of Arithmetical Errors (replaced in BDS)**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.
- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**
- 33. Margin of Preference**
- 33.1 Unless otherwise specified in the BDS,** a margin of preference for domestic bidders shall not apply.
- 34. Subcontractors**
- 34.1 Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 34.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer, or may name another specialized subcontractor meeting the requirements specified in the prequalification phase.
- 34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section-3 Eligibility Criteria. When subcontracting is permitted

by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors **or as specified in BDS.**

35. Evaluation of Bids

- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a bid, the Employer shall consider the following **(as specified in BDS)**:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors as specified in Section-3 Eligibility Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section-3 Eligibility Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against

financial loss in the event of default of the successful Bidder under the Contract. **(As specified in BDS)**

- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section-3 Eligibility Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria** 39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 In case the agreement is sent, within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section-7 Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. **(as specified in BDS)**

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II. Annexure-2A: Bid Data Sheet**A. General**

General	The following terms are used in the Bidding Documents shall have the same meaning and interpretations: <ul style="list-style-type: none"> • 'Tender(s)' and 'Bid(s)' • 'Tenderer(s)' and 'Bidder(s)' • 'Employer's Requirements' and 'Work Requirements'
ITB 1.1	Name of Project:- Nagpur Metro Rail Project, Phase-1 NAME OF WORK: It is an Open tender, any bidder who meet the eligibility criteria as per Section-3 may participate in the bid. Annual Maintenance of Little wood plantation at Vasudeo Nagar, Ambazari. The number of the Invitation for Bids/Tender (NIT) is: N1-LS-08/2022
ITB 1.1	The Employer is: <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u>
ITB 1.1	National Competitive Bid (NCB) The number of the Invitation for Bids (Tender No) is: N1-LS-08/2022
ITB 1.1	The detailed Scope of Work under this contract is described in detail in the Section-5 of the bid document. The Contractor has to execute the work accordingly with the approval of Employer. The successful Bidder has to establish its Office at Nagpur , if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Quoted Contract Price by the bidder and no separate / extra / additional amount is payable by Employer
ITB 2.1	Source of Fund for the project: Funded by Equity of Government of India (GOI) & Government of Maharashtra (GOM)
ITB 4.1	The bidder may be a firm as a Single Entity A joint venture / Consortium is not allowed to participate in this tender
ITB 4.2	(In Continuation to the existing clause, further added as under) <ul style="list-style-type: none"> (i) No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner of a JV / Consortium in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor. (j) A JV/Consortium member will not be permitted to participate in the bid as a single entity. (k) No individual member will be member of JV/Consortium of more than one group of bidder.

ITB 4.5	This Bidding Process is in single stage two-packet system through e-tender portal of Maha-Metro & open to all eligible bidders as per Eligibility Criteria under Section-3 of this Bid Document.
ITB 4.7 (Additional Para)	The bidders or any member of JV/ Consortium must not have been banned or blacklisted by any Central / State government department or public sector and such blacklisting should not be effective on the date of Bid Submission. Simultaneously the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank. The Bidder should submit undertaking to this effect.
ITB 4.8 (Additional Para)	In case, the Bidder is a consortium / JV, a detailed Consortium Agreement between the Members of such Consortium stating clearly their inter-relationship and division of work and obligations among the Members as mentioned in ITB 4.13 below should be submitted along with the Bid for proper examination by MAHA-METRO. The format of the Consortium Agreement is provided in Section-6: Bidding Form .
ITB 4.9 (Additional Para)	Further, a Power of Attorney signed by all the JV/ Consortium Members duly supported by their board resolutions or statement of joint decision signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf. The formats of the Power of Attorney as well as the board resolution are provided in Section-6: Bidding Form . All the relevant forms should be duly signed and be submitted as per the requirements of the forms.
ITB 4.10 (Additional Para)	<p>(a) Every Bidder, be it a single entity or a JV/ Consortium, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section-6: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member.</p> <p>(b) The Lead member shall be authorized to incur liabilities, receive payment (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium / Joint Venture.</p> <p>(c) All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.</p> <p>(d) In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as to be legally valid and binding on all partners / members.</p> <p>(e) The Bid shall be signed so as to be legally binding on all the Members of the Consortium.</p>

	<p>(f) If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm & authorized signatory all document. Such declaration shall accompany with PAN Card of proprietor.</p> <p>(g) If the bidding entity is a Partnership firm / Private Limited Company, all the partners shall jointly provide a Power of Attorney in the name of one partner as an authorized signatory. Such declaration shall accompany with copy of DIN numbers of all partners.</p>
ITB 4.11 (Additional Para)	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure in the prescribed format as provided in Section-6.</p> <p>For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed the Hague Legislation Convention, 1961 is not required to be endorsed by the Indian Embassy if it, carries a conforming Apostille certificate. This power of attorney should be registered at appropriate authority and easily verifiable.</p>
ITB 4.12 (Additional Para)	<p>If the Bidder is a Consortium or Joint Venture, the Bidder shall essentially submit the following information in addition to other requirement detailed in Section-3 Eligibility Criteria.</p> <p>(a) A Memorandum of Understanding / Consortium Agreement / JV Agreement duly notarized by the notary public of country of origin and should be stamped by Embassy / High Commission (in case of overseas bidder). Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.</p> <p>(b) Nomination of one of the Members of the Consortium or Joint Venture to be in-charge ("Lead member"); and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.</p> <p>(c) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities and relationships among the individual Members.</p>
ITB 4.13 (Additional Para)	<p>The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per Form in the Section-6: Bidding Forms.</p>
ITB 4.14 (Additional Para)	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest</p>

	<p>Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/ Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The Indian bidders shall submit copy of GST registration Certificate along with the bid.</p> <p>The foreign partner of the JV/ Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>
ITB 4.15 (Additional Para)	<p>Each Bidder (each Member in the case of a JV/Consortium) is required to confirm and declare with its Bid 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. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section 6: Bidding Form shall be submitted with the Technical Package.</p>
ITB 4.16 (Additional Para)	<p>Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
ITB 4.17 (Additional Para)	<p>Provisions & guidelines of <u>MAKE IN INDIA POLICY 2017</u> (latest Revision, till final date of submission of Bid), shall be applicable in this bid.</p>
ITB 4.18 (Additional Para)	<p><u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u></p> <p>As per Govt. Of India Order (Public Procurement No.1) bearing no. F.No.6/18/20-19-PPD, Dt. 23.07.2020 Restrictions on Bidding has been imposed on bidders from the country of origin which shares land boundary with India.</p>

B. Bidding Documents

ITB 6.7 (Additional Para)	<p>Supporting Documents / Information.</p> <p>(a) The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties</p>
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	<p>as to the actual site conditions. The Bidders' attention is specifically drawn to ITB 6.7 (b) below.</p> <p>(b) The Bidders shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.</p> <p>(c) The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Bidders' attention is drawn to Clause 4.10 of GC / S.No. 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.</p>
<p>ITB 7.1</p>	<p>(a) For clarification purposes only, the Employer's address is: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Electronic mail address: md.nmrcl.tenders@gmail.com Web page: www.metrotrainagpur.com All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal http://mahametrorail.etenders.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.</p> <p>(c) MAHA-METRO may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>
<p>ITB 7.4</p>	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date & Time: As per NIT. Place: - MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</p>

ITB 7.5	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrcl.tenders@gmail.com
ITB 7.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.
ITB 8.2	<p>Following is added to the existing clause of ITB 8.2</p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal http://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders.</p> <p>Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GC, bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the Contract.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to English and will have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy, if it carries a conforming Apostille Certificate.</p> <p>The bidder should provide the relevant contact number & E-Mail ID along with the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB. 11.1 (c)	Only Bid Security / EMD shall be acceptable as detailed in NIT & ITB 19.1 in favour of Maharashtra Metro Rail Corporation Limited, Nagpur
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j)	The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on e-tendering portal http://mahametrorail.etenders.in in accordance with provisions in ITB 22.1.

	<p>i. The Bidder shall follow the procedure and steps of E-Tender portal of MAHA-METRO given in E-Tender Toolkit provided as Annexure-II-B</p> <p>ii. Cost of the bid: Paid online through E-Tender portal.</p> <p>iii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted.</p> <p>iv. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal.</p> <p>v. Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else.</p> <p>vi. Bidder should ensure that the no part of the Financial Bid should be up- loaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly.</p> <p>vii. The original Bank Guarantee towards Bid Security (if any), shall be submitted within (07) Seven working days from the last date stipulated for submission of bid at the office of MAHA-METRO at address given at ITB 7.1 above.</p>
ITB 11.1 (k)	The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course and before submission of Bid along with all necessary essential enclosures as specified in the bid document. In case of failure by the bidder in uploading (submission) the same, the bid shall be treated as non-responsive and not evaluated further.
ITB 11.3	As per Letter of bid - Payment of Commission & Gratuities not permitted.
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2, ITB 13.3, or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.1	<p>The Price is to be quoted Online on E-tender portal of Maha-Metro & Letter of discount, if any, shall be uploaded in Financial Bid Section of E-Tender Portal only.</p> <p>No discounts offer are allowed to be quoted by the bidder in the Letter of Bid and No discount letter to be uploaded in Technical Bid Section of E-Tender Portal.</p> <p>Offering Discount in any form in Technical Section of E-Tender Portal or in Letter of Bid, shall lead to disqualification of Bidder and Financial Bid of such bidder shall not be taken in consideration for evaluation.</p>
ITB 14.2	The bidder shall quote the price online in the Financial Bid Section of the E-Tender portal of MAHA-METRO, either rate against each item or in the summary sheet of schedule of BOQ or scanned & upload the filled BOQ/Schedule or Lump sum Price (as the case may be) as per provision described in the aforesaid Financial Bid Section of Bid Document.
ITB 14.3	The price quoted in the Financial Bid Section of E-tender portal of MAHA-METRO shall be the total price of the bid.
ITB 14.4	<p>Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted.</p> <p>Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only</p>

ITB 14.5	For price adjustment / variation, refer to instructions / conditions provided in the Section-5 Conditions of Contract .
ITB 14.6	Not Applicable
ITB 14.7	<ul style="list-style-type: none"> <li data-bbox="422 338 1410 439">i. Price quoted by the bidder is inclusive of all other applicable Taxes, Duties, Levies payables etc. complete and applicable GST. <li data-bbox="422 439 1410 539">ii. All taxes, duties, levies prior to Base date i.e. 28 days prior to latest date of submission of Bid is deemed to be inclusive in the price quoted by Bidder. <li data-bbox="422 539 1410 651">iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement & Deduction). <li data-bbox="422 651 1410 752">iv. Successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.
ITB 14.8 (Additional Para)	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section-6: Bidding Form .
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section-6: Bidding Form stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work.
ITB 14.11 (Additional Para)	<p>MAHA-METRO project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The Bidder should avail this benefit and pass on the benefit of the same to MAHA-METRO.</p> <p>As regards registration under Project Import, after the award of the contract, MAHA-METRO at the written request of Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development / Government of Maharashtra for getting themselves registered for availing Project Import benefits. The responsibility</p>

	to avail the concessional benefits under Project Import shall solely rest with the Contractor.
ITB 15.1	The currency of the Bid & payment shall be Indian Rupees (INR) only.
ITB 17.2	Provisions and norms as stipulated in “Make in India Policy 2017” issued by GOI with the latest amendment till the time of submission of the bid, shall be applicable in this Tender.
ITB 17.3	Applicable if the bid is two stage i.e. Pre-Qualification Stage & Bidding Stage
ITB 18.1	The bid validity period shall be 180 (One Hundred & Eighty) days .
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	<p>(a) A Bid Security is required as specified in NIT:</p> <p>(b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section-7: Bidding Forms.</p> <p>Or</p> <p>In the form of Bid Securing Declaration, as per format provided in the Section Bidding Forms of Bid Document (If applicable, as specified in ITB 19.2 below)</p> <p>(c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of MAHA-METRO at address specified in Bidding Documents, within 7 (Seven) working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening/evaluation & shall be rejected outright.</p> <p>(e) <u>Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).</u></p> <p>Bank Name: State Bank of India Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001 Bank Account Name: MAHARASHTA METRO RAIL CORPORATION LTD. Bank Account No.: 35378499419 Bank Account Type: Current Account IFSC Code: SBIN0000432 MICR Code: 440002002 Note: -</p> <p>Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder’s Bank in Electronic format (SFMS).</p> <p>(f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-7 of Bid Document and its authenticity shall also be verified from the issuing bank.</p>

	<p>(g) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-7), which leads to affect the interest of Maha-Metro adversely, shall not be accepted. In such case Maha-Metro reserves the right to reject the EMD/Bid Security & disqualify the bid.</p> <p>(h) The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (Not applicable in this tender).</p>
ITB 19.2	<p>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSME.</p> <p>If applicable, the bidder shall submit “Bid Securing Declaration” as provided in Bidding forms</p>
ITB 19.3	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and ITB 19.1 above.
ITB 19.4	EMD /Bid Security shall be as per ITB 19.1 & NIT
ITB 19.5	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
ITB 19.8	The bid security or a Bid Securing Declaration (if applicable, Ref.19.2), as specified in Section-II BDS, CI No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.
ITB 19.9	Bid Security is required in this bid.
ITB 20.1	<p>Replacement for ITB as under:</p> <p>Bid to be submitted through E-Tender portal of MAHA-METRO only.</p>
ITB 20.2	<p>Replacement for ITB as under:</p> <p>The Bid shall be submitted by bidder, online through e-tender portal of MAHA-Metro. Details has been described at ITB clause no. 21 & Annexure-II-B</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV : Bidding Forms ii. A notarized Power Of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company , LLP company) iii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.

ITB 20.3	<p>i. In case of JV / Consortium the power of attorney holder of lead member is authorized to sign all legal documents, bid documents and other enclosures.</p> <p>ii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section-7: Bidding Forms of these Bidding Documents.</p> <p>iii. The formats of the Power of Attorney as well as the board resolution are provided in Section-6: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms</p> <p>iv. The facility on the E-tender portal of MAHA-METRO is also available for viewing & downloading the document free of cost.</p>
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ITB 21.1, 21.2 & 21.3	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of MAHA-METRO) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <p>i. For submission of Tender Document and Corrigendum, Tick (√) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (√) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (√) the bid documents & corrigendum /addendum shall automatically get attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.</p> <p>ii. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.</p> <p>iii. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb only at each entity.</p> <p>iv. If bidder is desirous to upload a file more than 20mb size, he shall have spilt the file in two or more parts of 20mb or lesser than 20mb each and can upload the same at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.</p> <p>v. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (√)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.</p>
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	<p>vi. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.</p> <p>vii. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.</p> <p>viii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).</p> <p>ix. Scanned copy of POA of each member & Lead member in case of JV/ Consortium.</p> <p>x. All relevant formats given in Section-6: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.</p> <p>xi. Certificate of registration and other statutory documents of formation of bidder's company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority.</p> <p>xii. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).</p> <p>xiii. Copy of all financial documents as directed in Section-III.</p> <p>xiv. Relevant work experience certificate (in line of Section-3 Eligibility Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section III.</p> <p>xv. All Format of Section-7 and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of MAHA-METRO along with bid documents.</p> <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal of MAHA-METRO only.</p>
ITB 21.4 (Additional Para)	1. Financial Bid (Commercial Envelope)
ITB 21.4.1 (Additional Para)	<p>i. The financial bid shall be submitted in financial envelope/commercial envelope.</p> <p>ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal of MAHA-METRO shall be duly filled up online by bidder.</p> <p>iii. Few price schedules may require to be filled up physically and required to be signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and a scanned copy of such schedules may be uploaded, as per instructions provided in the BOQ or E-Tender Portal.</p>

	iv. The Total Bid Price is inclusive of all Taxes, Duties, Levies, Royalties (if not provided specifically) and applicable GST. The price to be quoted shall be the total price of the Bid as elaborated in Section-9 Financial Bid & Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.
ITB 22	Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum. Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-B of bid document.
ITB 23	The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.
ITB 24.1, 24.2 & 24.3	<p>i. As the bid process is through e-tendering portal of MAHA-METRO, amendment/ modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid.</p> <p>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the same would not be possible but the bidder can opt not to proceed with the submission of the bid after opting “Re-work” option on E-tender portal. This can be done only prior to closing date and time of bidding process.</p> <p>iii. The bidder should further note that in such case of not proceeding with submission of bid, the Bid Security, if pad online, through the E-Tender portal, the same will not be refunded immediately. Such cases shall be dealt separately offline after completion of bidding process.</p>
ITB 25.1	<p>The bid opening/ shall take place at office of: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED “Metro Bhawan”, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Date: As per NIT Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under: <u>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <p>i. The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid.</p> <p>ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal by MAHA-METRO, their submission treated as non-responsive and no further technical evaluation will be carried out.</p>

	<p>iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</p> <p>iv. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>
ITB 25.2	Cases of "Withdrawal of Bid" and "Modification of Bid" has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal of MAHA-Metro. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of MAHA-Metro. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders' representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal of MAHA-METRO.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>

E. Evaluation, and Comparison of Bids

ITB 26.4 (Additional Para)	The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.
ITB 29.1.1 (Additional Para)	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <ul style="list-style-type: none"> • All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium • The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal of MAHA-METRO through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium • has been accompanied by a valid Bid Security; and • meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected • meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17 <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
	Replace existing ITB 32 and its sub-Para as under
ITB 32.1	Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange Rates of Reserve Bank Of India at the close of business of the Reserve Bank of India on 7 days prior to the day of Bid submission , and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.
ITB 33.1	Margin of purchase preference shall be applicable as per MAKE IN INDIA POLICY 2017 (latest Revision at the time of Submission of Bid). The relevant Circulars / office Memorandum enclosed attached as an Annexure-II A of BDS.
ITB 34.1	No subcontractor is nominated by Employer.
ITB 34.2	Not Applicable
ITB 34.3	Not Applicable
ITB 34.4 (Additional Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work excluding the cost of design, if any. The terms and conditions of</p>

	<p>subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.</p> <p>For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>The Subcontractor / Vendor shall fully comply with the technical specifications included in the Scope of Work.</p>
ITB 35.2	<p>Replace existing ITB 35.2 as below:</p> <p>For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above only.</p> <p>Price variation clause will not be considered for financial evaluation.</p>
ITB 35.5	<p>As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government of India.</p> <p>(No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid)</p> <p><u>Hence following pertains to ABG is not applicable to this tender. -</u></p> <p>If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Bank Guarantee (APG) at the rate of 10% of the difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG).</p> <p>Additional Performance Guarantee (APG) shall be calculated as under:</p> <p>-A=Estimated cost of the work; B=Quoted price by the bidder; Difference of cost, $C=A-B$, if $C > (10\%A)$, then $APG = (C-10\%A) \times 10/100$</p> <p>However, such bid may be accepted by employer solely at their discretion, after going through the cost analysis submitted by the bidder and finding it workable.</p>
ITB 35.6 (Additional Para)	<p>Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.</p>

F. Award of Contract

ITB 39.1	<p>Replace the existing ITB 39.1 with the following:</p> <p>Subject to ITB 38.1 and ITB 39.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6, provided that</p>
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	such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4 .
ITB 39.2 (Additional Para)	In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.
ITB 40.4 (Additional Para)	The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
ITB 42.1	The successful tenderer will have to deposit a Performance Security @ 3% (Three Percent) of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of Bank Guarantee issued by a Scheduled Commercial Bank, having business office in India and drawn in favour of Maharashtra Metro Rail Corporation Ltd. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the successful bidder.
ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additional Para)	Guarantees and Warranties The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with ITB, BDS, Conditions of Contract and Section-6-Contract form .
ITB 44 (Additional Para)	Insurance: Bidder has to obtain Insurance policies as mentioned in the Conditions of Contract.

Annexure- 2B
(Tool Kit for using E-Tender Portal of MAHA-METRO)
TENDERING PROCEDURE

A] Tender Forms.

- i. Tender Forms can be purchased from the e-Tendering Portal of MAHA-METRO, i.e. <https://mahametrorail.etenders.in> after paying Tender Fees via online mode as Per the **Tender Schedule**.
- ii. Bidder should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities.
- iii. Bidder should install the Java and Next Crypto service available on the Home Page of Download section **URL :- <https://mahametrorail.etenders.in>**

B] Pre-requisites to participate in the Tenders processed by MAHA-METRO:**i. Enrolment of Contractors on Electronic Tendering System:**

The Contractors interested in participating in the Tenders of MAHA-METRO processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

If the information is found to be complete, the enrolment submitted by the Vendor shall be approved automatically.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Help manual and tutorials on the Home Page of the Electronic Tendering System.

ii. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class -III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Signature Forms on the Home Page of the Electronic Tendering System.

iii. **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

iv. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of MAHA-METRO, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Downloads on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

C) The e-tender portal contains two section Technical Bid Submission & Financial Bid Submission.

- i. Technical Bid Section: - Technical Bid Section shall contain all Documents and enclosures as directed in NIT, ITT and EQ. Bidder shall upload the PDF copy of such documents in Technical Section only.
- ii. Financial Bid Section: - All prices/Commercial offers/ or any information pertain to commercial offer required by MAHA-METRO from the bidders, shall be filled/ uploaded (If directed by MAHA-METRO) in Financial bid Section only.
- iii. No information pertaining to Financial Bid section should be uploaded/disclosed in Technical Bid Section or vice versa.

D) Steps to be followed by Contractors to participate in the e-Tenders processed by MAHA-METRO.**i. Preparation of online Briefcase:**

All Contractors enrolled on the Electronic Tendering System of MAHA-METRO are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

Note: Uploading of documents in the briefcase does not mean that the documents are available to MAHA-METRO at the time of Tender Opening stage unless the documents are specifically attached to the Tender during the Tender Submission stage.

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed **Tender Notice (NIT)** along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA-METRO and **Eligibility Criteria (EQ)** on the home page of MAHA-METRO e-Tendering Portal on <https://mahametrorail.etenders.in> under the section Online Tenders. Viewing & downloading the **NIT & EQ** is free of cost.

iii. Download of Tender Documents:

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal. After paying the cost of the document, bidder may download the complete bid documents.

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash Component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.*
- d. Bidder have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. *Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.*
- g. For submission of Tender Document and Corrigendum, Tick (√) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (√) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (√) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (√)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.
- i. *Physical Sign & seal of bidder on each page of Bid Documents available online is not required.*
- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.

- k. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb only at each entity.
- l. If bidder are desirous to upload a file more than 20mb size , he shall spilt the file in two or more parts of 20mb or lesser than 20mb each and can upload the same at appropriate **Technical Template** or “**Additional Document**” section of “**Technical Envelope/section**” of E-Tender Portal.

Note: -

- * **Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**
- * **NEFT/RTGS option will be depend on the amount of EMD.**
- * **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

v. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

vi. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids.

vii. Tender Schedule (Key Dates):

All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: - For details illustrations, please refer or down load the PPT demonstration available on E-Tender portal of <https://mahametrorail.etenders.in>

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service Provider and Payment Gateway Service Provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings. General

Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer: The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User

SECTION - 3
ELIGIBILITY CRITERIA

3.1 Eligible Bidders: -

1. The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
2. Bidders shall not have a conflict of interest. The Bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:
 - (a) Submit more than one tender for the work.
 - (b) If Bidders in two different tenders have controlling shareholders in common.
 - (c) If Bidders have common partner/s
 - (d) If Bidders having any family relation with the any employee of MAHA-METRO.
3. Tender from Joint Ventures/Consortiums of firms is not allowed.
4. Bidder must not have been Banned/Blacklisted/Debarred, which is in force on the 'latest date of Submission of the Bid':
 - A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by
 - (i) *any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MoHUA)*
 - or
 - (ii) *any department of Government of Maharashtra*
 - or
 - B. By Department of Expenditure (DoE), Ministry of Finance, Government of India from participating in any government bidding procedure
5. Bidder or any member of proposed JV/Consortium for this bid, should not have been listed in the exclusion list of World Bank, on the 'latest date of Submission of Bid'
6. The Bidder should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 as applicable for State of Maharashtra and enacted and amended time to time by Govt. of Maharashtra.

3.2 Minimum Eligibility Criteria: -

The bidder will be qualified only if it has experience of executing ***Similar Work** as mentioned below:

***Similar Work:** "Development of gardens/Horticulture works/plantation of trees/Maintenance of plants for any department of the Government of India/ Any State Contractor
October-2022
Maha Metro

Government/ Statutory Bodies/PSUs/ Companies listed in BSE/NSE during the period of **5 years'** ending last day of the month previous to the one in which the bids are invited (i.e. during the last 5 years ending 30.09.2022).

i. Bidder must have experience of executing at least One work of *Similar nature of value of INR: 10.13 Lakhs for this work or more.

Or

ii. Bidder must have experience of executing at least two work of *Similar nature of value of INR: 6.33 Lakhs for this work or more.

Or

iii. Bidder must have experience of executing at least three work of *Similar nature of value of INR: 5.06 Lakhs for this work or more.

An experience certificate should contain type of work done and total amount of the work done along with contact address of the Employer.

3.3. Financial Criteria: The Bidders will be qualified only if their average annual turnover over for the **last three audited financial years** (i.e. FY 2019-20, 2020-21 & 2021-22) is more than or equal to **Rs. 26 Lakhs**.

3.4. PF & ESI Registration: The Bidders will be qualified only if they are registered with PF and ESI authorities. They have to submit attested copy of the certificate of registration with PF and ESI authorities.

3.5 GST and Income Tax Registration: - The bidder must have a valid **GST** and Income Tax registration under the relevant acts.

Notes:

1. Financial data for last three audited financial years has to be submitted by the Bidder in the form of Summary of balance sheets duly certified by the Chartered Accountant with UDIN.
2. The Bidder shall submit details of similar work experience in the **Form given in Section-7** along with documentary proof such as Employer's certificates clearly indicating the required details of services, commencement and actual completion date and total amount received from the Employer against the work done.
3. **The offers submitted without these documentary proof shall not be evaluated.**
4. **The tender submission of Bidders, who do not qualify the minimum eligibility criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore their tenders will be rejected.**

SECTION- 4 SCOPE OF WORK

1. Contract Completion Period:

The completion period for said work shall be 1 year from the date of issue of LOA.

2. Contractor's Scope of Work:

- i. Annual Maintenance of Little wood plantation at Vasudeo Nagar, Ambazari.
- ii. Location: Vasudeo Nagar, Ambazari.
- iii. Work Description: The description of the work is described in BOQ.
- iv. Contractor should have his own garden equipment's includes Secateurs, hedge, shear, water house pipe, water rose can, Khurpi, Sickle, Spray pump both small & large size presser pump, lawn mower, Garden Roller etc. for the utility in the garden & sufficient number and minimum 10 labours duly trained for the garden works on his roll throughout contract period.
- v. Contractor shall be responsible for all kinds of security of landscape area.
- vi. For maintenance of landscaping area, the payment shall be on monthly basis as per schedule rates in the contract for every month. The contractor must submit the monthly bills for the same. Maintenance shall mean maintaining the planted trees and surrounding areas in the best standard practices as are defined in the design and estimate and as certified by Engineers of Maha-Metro in the completion certificate and as per the special terms and conditions.
- vii. Maha-Metro will not have any responsibility what so ever nature regarding payment to be made to the labors. The contractor is liable to make payments as per Govt. rules and regulations.

3. Maintenance work shall include:

The Maintenance of all plants, cutting of dead leaf / stems of plants, removal of weeds, required trimming of plants, cleaning & removing the undesirable materials / wastes, spraying of required insecticide / pesticides, use of required fertilizers & manures. Replacement of casualties will be done by contractor. These entire cost of materials, tools, consumables & labors includes in maintenance cost.

4. Schedule of Works/(BOQ):

Schedule for the required Annual Maintenance of Little wood plantation at Vasudeo Nagar, Ambazari is enclosed in "Section-8- Financial Bid & Bill of Quantities".

5. General Conditions:

- a. The contractor will have to arrange Water & its transportation, electricity at his own cost also maintenance of pumping unit etc.
- b. It is the responsibility of the contractor to the carry out all the necessary landscaping work as suggested by the officer in charge / Horticulture Manager.

- c. The contractor should have own electric / diesel operated lawn mower machine.
- d. The contractor is responsible to maintain the landscape and must ensure cleanliness in landscape premises daily.
- e. The work will be strictly executed as per the directions of the officer In-charge of Maha-Metro.
- f. Contractor shall take necessary safety precautions while working. Contractor shall be responsible for any accident occurs to the workers while working and compensation, if any, shall be paid by the contractor.
- g. Any damages to the utilities/any other properties during execution of work shall be repaired/compensated by the contractor.

SECTION –5**CONDITIONS OF CONTRACT****1. GENERAL:**

- i. The Contract Agreement shall consist of Bid Document, Corrigendum (if any), Financial Bid, All enclosures, Other statutory documents and enclosed with the bid & correspondences made during the bid process and thereafter shall be treated as part of Contract Agreement.
- ii. All the available information will be supplied by Maha-Metro to contractor as and when required. However, the Contractor shall not have any claim upon any information which cannot be provided to him in opinion of MAHA-METRO.
- iii. Contractor and its staff shall take proper and reasonable precautions to preserve all information, data and assets of MAHA-METRO and avoid any loss, destruction, waste or misuse the intellectual and other assets of MAHA-METRO.
- iv. The Contractor and its staff shall not accept any gratitude or reward in any shape from the any person of MAHA-METRO or out of MAHA-METRO and shall maintain complete confidentiality of entire project.
- v. The place of work under this contract shall be as define in scope of work
- vi. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act and other relevant Acts / Directives/Orders/Regulation as applicable from time to time in connection to this work.
- vii. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's representative shall attend the court as and when required.
- viii. If required, the Contractor shall submit a list of personnel to be deployed.
- ix. "Letter of Acceptance" means the letter issued by MAHA-METRO to the Contractor communicating the date on which the work/services under the contract are to be commenced.
- x. During the tenure of contract of this work, if any Contractor's staff are found to be indulging in any corrupt & unlawful practices causing any kind of loss to MAHA-METRO, MAHA-METRO shall be entitled to terminate the Contract forthwith duly forfeiting the Contractor's Performance Guarantee. Apart from that contractor as to face the legal proceeding if any.
- xi. The Contractor shall indemnify and hold MAHA-METRO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.
- xii. MAHA-METRO shall not be under any obligation for providing employment to any of the staff & worker of the Contractor during and after the expiry of the contract.
- xiii. The Contractor's staff & personnel shall not have any right to claim any benefit/ compensation/ absorption/regularization of services with MAHA-METRO under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the personnel to this effect will be required to be submitted

by the Contractor to this office.

- xiv. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by MAHA-METRO from the contractor.
- xv. If any underpayment is discovered, the amount shall be duly paid to the contractor by MAHA-METRO.
- xvi. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by MAHA-METRO.
- xvii. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Contractor and no representation will be entertained on this issue by MAHA-METRO.
- xviii. The transportation, food, medical and other statutory requirements in respect of each personnel of the Contractor will be the responsibility of the Contractor and MAHA-METRO will not entertain any claim in this regard.
- xix. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the contractor.
- xx. All the materials and workmanship used in this work shall be of extremely good quality and current industry standard in every respect and to give hassle free service.
- xxi. Cable laying work/wiring required will be generally done according to the details of Cable route plan and instructions issued by representative of MAHA-METRO.
- xxii. MAHA-METRO shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the MAHARASHTRA METRO RAIL CORPORATION LIMITED's decision shall be final. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- xxiii. The MAHA-METRO reserves the right to split /De-Scope/reduce or delete the scope or quantity of work of this tender without assigning any reason.
- xxiv. All the tools & Measuring Instruments, required for installation & Testing shall have to be brought by the Contractor at his own cost.
- xxv. Contractor shall inform Maha-Metro, if any part of the work is outsourced / subcontract. In case of work Outsourced / Sub-Contract, the complete responsibility is on contractor for communication and follow up etc. with the outsourced company. The non-performance or delays by the outsourced company shall be considered as non-performance or delay in the contractor's work.
- xxvi. Contractor shall ensure full compliance for P.F. & E.S.I.C. as per prevailing act, if required.

2. PERFORMANCE GUARANTEE

- (a) The successful bidder will have to deposit a **Security Deposit / Performance Guarantee @ 3% (Three Percent)** of the awarded value of the work within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA) and before the signing of contract agreement.
- (b) The performance security will be furnished in the form of **Bank Guarantee issued from Nationalized/Scheduled Commercial Bank (except cooperative bank)** having business office in India & drawn in favor of **MAHARASHTRA METRO RAIL CORPORATION LIMITED**. The performance security should remain valid for a period of 60 Days beyond the Completion period.
- (c) The said performance bank guarantee shall be refunded / released on successful completion of contract period / service period and after issuance of NOC from the officer of Maha-Metro.
- (d) In case of breach of contract, the Performance Guarantee / Security submitted by contractor will be liable to be forfeited /en-cashed by the MAHA-METRO besides annulment of the contract.

3. CONTRACT COMPLETION PERIOD & EOT:

- (i) 12 (Twelve Months) from the date of issue of LOA (Letter of Acceptance) of this work.
- (ii) For any unforeseen reason, the work is delayed on MAHA-METRO account, then suitable extension to the completion period shall be granted without liquidated damages.

4. PAYMENT TERMS:

- (A) The payment shall be on monthly basis as per schedule rates in the contract for every month at the accepted rate of BOQ on the bill of quantities.
- (B) All payments will be subject to taxes and levies as applicable and invoices should clearly mark these separately. Payments may be subject to withholding tax, TDS and other statutory compliances as defined by the government from time to time.

5. CHANGES IN SCOPE OF WORK

MAHA METRO shall have the right to propose and make any change, modification, de-scoping, addition, or deletion to, in, or from the scope of work (interchangeably called "Change"), provided that such Change falls within the general scope of work, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the work and the technical compatibility of the Change envisaged with the nature of the project as originally specified in the Contract. _

6. VARIATION & QUANTITIES

The quantities provided in Financial Bid (Section-08) is provisional and may vary up to 25% (+/-) both ways. The contractor shall execute the contract on accepted rate irrespective of quantum of variation. In case the negative variation the payment shall be made for an actual quantity executed with Maha-Metro. No compensation is payable to the contractor in case of a reduction in quantity availed by Maha-Metro. Payment shall be made as per actual quantity availed by Maha-Metro upon certification of officials of Maha-Metro.

7. PRICE VARIATION

The accepted rate shall be fixed and no price variation shall be applicable in this contract during the entire period of the contract.

8. INSURANCE

- a) Successful Contractor shall arrange proper & adequate insurance cover to all his assets, people and staff engaged in the execution of work (including the third party if required) at his own cost i.e. CAR Policy whose validity shall be up till completion Period and WCI Policy whose validity shall be up till completion of work including extension of time.
- b) All liabilities arising out of accident or death while on duty shall be borne by the Contractor.
- c) All medical expenses / compensation towards the sickness / disability of personal working for contractor shall be arranged by Contractor at his own expenses.
- d) Any losses of assets, loss of human life, loss of profit in business shall not be compensated by MAHA-METRO.
- e) Any compensation to third party arising due to working of contractor at work sites under this contract shall be borne entirely by the contractor and shall not be compensated by MAHA-METRO.
- f) The equipment / materials supplied by the contractor under the contract shall be fully covered by the insurance against any loss, theft, fire, danger due to any reason, etc. during transportation, storage, delivery, installation and operation for the entire period of the contract. For any theft or danger to any of the supplied items, where the contractor is filing a claim with the insurance contractor; the contractor shall replace the item on its own within 15 working days of the reporting of the incident. Till such time, temporary arrangement has to be made by contractor without affecting the running links/ services.
- g) Contractor shall obtain CAR (Contractor's All Risk) insurance covering all the risks described above at his own cost covering the likely risks involved in this work taking into consideration of awarded cost of the contract.
- h) Workers compensation insurance for the contractor's experts and sub-contractor in accordance with the relevant provisions of the applicable law in the client's country, as well as, with respect to such experts, any such life, health, accident, travels or other insurance as may be appropriate which shall be valid up to the completion of the work.

9. TAXES AND DUTIES:

- (a) Amount quoted by bidder shall be inclusive of all statutory liabilities, taxes and including GST. GST should be mentioned separately in the GST invoice at the time of bill as per prevailing rules of act of Govt. of India and Govt. of Maharashtra.
- (b) The Income Tax/TDS and other statutory deductions (as applicable) shall be deducted from each bill. Tax deduction certificate (TDS) will be issued to the successful bidder by MAHA-METRO (NAGPUR).
- (c) Tax deduction certificate at source shall be issued to contractor by Maha-Metro.
- (d) The Contract Price is inclusive of applicable GST and all other taxes, leviables, Transportation charges, loading & unloading, handling, labour charges, unforeseen expanses complete all etc.

10. LIQUIDATED DAMAGES (LD):

In case of delay in completion of work, a penalty of 1% of awarded cost per week of delay shall be imposed, subject to maximum 10% of the awarded cost of the work. For any unforeseen reason, the work is delayed on MAHA-METRO account, then suitable extension to the completion period shall be granted without liquidated damages.

11. TERMINATION OF THE CONTRACT:

- (a) In case of any material violation (As described in Section-8, Financial Bid) of any of the terms and conditions by the contractor, the MAHA-METRO reserves its right to unilaterally terminate the contract.
- (b) The contract may be terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected contractor or cessation of the requirement of work. MAHA-METRO, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service providing firm/company.
- (c) Indulgence of unethical / unlawful activity, not following the basic hygiene in offices & site offices, indiscipline / rude behaviors of staff deployed by contractor and repetition of such incidents three times may lead to termination of contract, if Contractor fails to replace such unruly personals.
- (d) MAHA-METRO (NAGPUR) reserves right to terminate the contract at any point of time after giving a one-month notice to the contractor in case of cessations of requirement of such services.

12. MINIMUM WAGES, LABOUR LAW & OTHER STATUTORY OBLIGATIONS

- (a) The Contractor shall be obliged and solely responsible to comply with all statutory requirements in respect Minimum Wages Act, Labour Law, and other statutory obligations towards the manpower engaged by him. The Contractor shall arrange payment of EPF and ESI as required by Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the personnel deployed with the MAHA-METRO (NAGPUR).
- (b) MAHA-METRO (NAGPUR) shall not be a party in any dispute arising out of such deployment by the contractor.
- (c) The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax etc. shall be of Contractor.
- (d) It will be responsibility of the contractor to issue the employment card/photo/identity card to the person as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.
- (e) The contractor before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the MAHA-METRO (NAGPUR).
- (f) The Contractor will provide to the MAHA-METRO (NAGPUR) a list of all personnel so deployed with permanent and present address along with their latest photographs and contact numbers.
- (g) The Contractor shall be responsible for medical claims/ insurance of the manpower engaged by him. The MAHA-METRO (NAGPUR) shall not be responsible for any claims/ liabilities/ payment whatsoever, in event of injury/illness/disability/death etc. of the personnel's deployed by Contractor under the contract.
- (h) The Contractor shall not deploy & engage child labour in any work of MAHA-METRO. **An affidavit** (Form B-6) stating the above is to be enclosed with the bid.
- (i) The Contractor shall maintain all statutory Registers/documents under the applicable laws. The Contractor shall produce the same, on demand, to the concerned authority of

MAHARASHTRA METRO RAIL CORPORATION LTD. or any other authority under law of Govt. of India & Govt. of Maharashtra.

- (j) In case of the Contractor fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof MAHA-METRO (NAGPUR) is put to any loss, obligation, monetary or otherwise, MAHA-METRO (NAGPUR) shall be authorized to withhold/ recover it from any outstanding/ forthcoming bills, Performance Security Deposit of the Contractor.
- (k) The Contractor shall ensure that the manpower deployed in the MAHA-METRO (NAGPUR) conforms to the eligibility conditions of age and educational and professional skill, language skills and experience prescribed etc. in the Tender Document or as may be prescribed additionally at a later stage.
- (l) The bidder shall ensure the prevention of sexual harassment/abuses of female employee at premises / Office / site offices of Maha-Metro. Under the above circumstances, the provision of “The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013) shall be enforced.

13. SECURITY & CHARACTER CONSIDERATIONS

The people deployed by the Contractor should not have any Police record/criminal cases against them. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are deploying at Maha-Metro premises.

14. PUNCTUALITY & DISCIPLINE

- (a) The MAHA-METRO (NAGPUR) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.
- (b) The Contractor will be responsible for any damages done to the property of the MAHA-METRO (NAGPUR) by the personnel so employed. The MAHA-METRO (NAGPUR) will be free to recover it from the security deposit given by the Contractor or from any other dues.
- (c) The Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (d) The Contractor shall ensure proper conduct of his persons in the office / site offices premise, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work etc.
- (e) The Contractor’s personnel shall not divulge or disclose to any person, any details of office / site offices, operational process, technical knowhow, security arrangement and administrative /organizational matters as all are of confidential/secret nature.
- (f) The Contractor shall be contactable at all times and message sent by email/Fax/Special Messages from the MAHA-METRO (NAGPUR) to the Contractor shall be acknowledged immediately on receipt on the same day.
- (g) The Contractor shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the MAHA-METRO (NAGPUR).

15. COPYRIGHT

Ownership of the data generated under this contract will remain with MAHA METRO and the contractor shall not be allowed to utilize it for any other purpose, sell, manipulate for any other purpose except the purpose envisaged under this contract. Breach of this condition shall be viewed as a material breach of contract and in such event the contractor shall be liable for damages equal to the three times the amount of this contract.

- a. The contractors shall deliver and transport all the Information, Data, Materials, Media and other Goods in an expeditious and orderly manner to MAHA METRO.
- b. Delivery of the Information, Data, Media, Materials and other Goods shall be made by the contractor in accordance with the requirement specified by the Project In-Charge.

16. CONFIDENTIAL INFORMATION

MAHA METRO and the contractors shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”):

- (a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or
- (b) where the Contractor is the Receiving Party, generated by the contractors in the course of the performance of its obligations under the Contract and relating to the businesses, finances, contractors, employees, or other contacts of MAHA METRO or MAHA METRO’s use of the data, Whether such information has been furnished or generated prior to, during, or following termination of the Contract (“Confidential Information”).
- (c) Notwithstanding the above:
 - i. the contractors may furnish to their Subcontractors Confidential Information of MAHA METRO to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - ii. MAHA METRO may furnish Confidential Information of the contractors: (i) to its support service contractors and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations as if that person was party to the Contract in place of the Receiving Party.
- (d) The contractors shall not, without MAHA METRO’s prior written consent, use any Confidential Information received from MAHA METRO for any purpose other than those that are required for the performance of the Contract.
- (e) The obligation of a party, however, shall not apply to that information which:
 - i. now or hereafter enters the public domain through no fault of the Receiving Party;
 - ii. can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - iii. Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- (f) The provisions of this Clause shall survive the termination, for whatever reason, of the Contract for 3 years.

17. FRAUD AND CORRUPT PRACTICES

- a. The bidder applicant and their respective office / site offices, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, MAHA-METRO (NAGPUR) may reject at ender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- b. Without prejudice to the rights of the MAHA-METRO (NAGPUR) under Clause a herein above, if a bidder is found by the MAHA-METRO (NAGPUR) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender floated by MAHA-METRO (NAGPUR).
- c. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
- d. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- i. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- ii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- iii. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

18. **FORCE MAJEURE**

If at any time, during the execution of the work under this contract, the performance in whole or in part by either party of any obligation under the Contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics / pandemic quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to revoke/refuse to execute the Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, revoke the Contract.

19. **DISPUTE REDRESSAL/ARBITRATION:**

- (a) In case of any disputes, those may be resolved as per ADR methods i.e., mutual Settlement / negotiations etc. in accordance with the Arbitration and Conciliation Act 1996 and its amendments further.

- (b) Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the MAHA-METRO for arbitration, whose decision shall be final and binding on the parties.

20. ARBITRATION:

Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions of other ADR Method, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1996 and its further amendments.

21. APPLICABLE LAW

Indian Contract Act 1872 and its further amendments.

Governed by the laws and procedures established by Government of India, within the framework of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.

22. JURISDICTION OF COURT

In case of any dispute which is remains unresolved by mutual negotiation or ADR method, the decision of court in the jurisdiction of **Nagpur Bench of High Court of Bombay** shall be binding and final. The **Judicature of Nagpur Bench of High Court of Bombay** shall have the exclusive jurisdiction to try all dispute arising out of this work between the parties

Annexure -5 A

Corrupt and Fraudulent Practices Policy

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *"it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice"*, and that (ii) *"the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud"*.

Moreover, the Agency requires including in the Bidding Documents and Agency-financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency/Maha-Metro reserves the right to take any action it deems appropriate to

check that these ethics rules are observed and reserves, in particular, the rights to:

- a) reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

(a) Corruption of a public officer means:

- the act of promising, offering or giving to a public officer, directly or indirectly, 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; or
- the act by which a public officer solicits or accepts, directly or indirectly, 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.

(b) A "*public officer*" shall be construed as meaning

- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) 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;
- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- any other person defined as a public officer by the national laws of the Employer.

(c) Corruption of a private person means:

- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices means:

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

In all the above circumstances the EMD & Performance Security of the Bidder / Successful bidder shall be forfeited & either excluded from the bidding process or terminated.

SECTION -6

Bidding & Contract Form

FORMS FOR BIDDING

(Form-B-1 to Form-B-7 is to be submitted by bidder along with the technical bid)

FORM-B-1**(TO BE FURNISHED BY BIDDER ALONG WITH TECHNICAL BID)**

Sl. No.	Items	Details
1	Name of the Firm\ Organization \Tenderer (Block Letters)	
2	Name of proprietor\partners \directors	
3	Permanent address	
4	Telephone No. / Mobile No./ Email id & Name of the contact Person	
5	Date of Incorporation / Establishment	
6	Date of Commencement of Business	
7	Address, mobile No. & Name of the contact person	
8	Numbers of years of experience in Modern Communication stations and website maintenance	
9	Certificate of incorporation/ Statutory Registration /Shop Act License No. and Validity Period/Date. Certificate No & Date supported by copy of certificate.	
10	Whether the firm is an Income Tax Assesse? If so, please give the details of PAN No. and copy of the latest assessment.	
11	Income Tax Return (last three years i.e.2019-20, 2020-21 & 2021-22), TIN/ TAN/ PAN No. Professional Tax, Sales Tax and GST Registration Nos. (Enclose photocopies) attested by the contractor.	

Notes:-

1. Every statement made in the pre-qualification format should be supported by Documentary proof for consideration. Otherwise the tender is liable to be rejected.
2. Please note that quoting the lowest is not the criteria for selecting the Agency. It shall be based on the eligibility, experience and performance of the Agency.

FORM-B-2**DECLARATION**

I, _____ Son / Daughter
/Wife of
Shri. _____ Proprietor/Director, authorized
signatory of the bidder, mentioned above, is competent to sign this declaration and execute
this tender document;

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender & forfeiture my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place

FORM-B3**Average Annual Construction Turnover**

Bidder's Name: _____

Date: _____

Tender No. and title: _____

Annual turnover data Ref. "3.3" of Section-3		
S.No.	Year	Amount Rs.
	<i>[indicate year]</i>	<i>[insert amount]</i>
	Average Annual Turnover	

1. Attach copy of summary of balance sheet certified by Chartered Accountant for each year mentioned above.

2. In case, the audit for the financial year 2021-22 is not yet completed, then bidder has to submit an affidavit to this effect and submit data for the previous three audited financial years.

Form-B-4

Summary of Experience

Bidder's Name: _____

Date: _____

Tender No. and title: _____

Starting Year*	Ending Year	Contract Identification	Total Amount Receipt
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	

POWER OF ATTORNEY

(If signed by other than proprietor/owner/Managing Director/Chairman)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, We (name and address of the registered office of the bidder firm, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....S/o-----
------(name and residential address) who is presently employed with us and holding the position of _____,(name of the post of person in the bidding firm) 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 _____(Tender No) issued by Maharashtra Metro Rail Corporation Limited (Maha-Metro) (the Employer) 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.

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 head of the bidding firm 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)

Common seal of bidding firm..... has been affixed

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

FORM B-5A

UNDERTAKING

(In case the bidding firm is proprietorship firm and proprietor is the signatory of bid and this undertaking enclosed in the bid in lieu of POA on letter head of bidding firm.)

I, _____(name), S/O _____(father's name) _____(address) is the proprietor of the bidding firm named as _____(firm's name) and authorize signatory as the owner of the bidding firm.

I undertake and owe the full responsibility of statement and information furnished with this bid and abide by all conditions of this bid.

_____(SIGN)

_____(NAME)

Form-B-6**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

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

We declare that::

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

- b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

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

- e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature;

Name & Designation with office Seal

Form-B-7**Affidavit****(To be typed on Non Judicial Stamped of appropriate value & notarized by Notary Public)**

This affidavit is executed at (Place)_____on_____(Date) by ____ (Name of the authorized person) behalf of _____ (name of the bidding firm), who is bidding for the work _____ (Name of the work), vide tender No _____ invited by Maharashtra Metro Rail Corporation Limited.

I/We hereby declare that: -

The bidders _____ (Name of the bidding firm) have not been blacklisted or debarred which is in force on the last date of Submission of the Bid,

A) for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by

(i) any Department / PSU/Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA)

or

(ii) any department of Government of Maharashtra.

or

B) By Department of Expenditure (DOE), Ministry of Finance, Government Of India from participating in any government bidding procedure.

Simultaneously We _____ (bidder's Name) have not been listed in exclusion list of **World Bank**.

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by Maharashtra Metro Rail Corporation Limited at any stage of bidding or even after award of the work or the execution stage of the above work, (In case of successful bidder), if the above statement is found false or fabricated.

.....
(Signature of the executant)

(Name, designation and address of the executant)

Common seal of bidding firm

Signature and stamp of Notary of the place of execution

Form-B-8

Affidavit

(To be typed on Non Judicial Stamped of appropriate value & notarized by Notary Public)

This affidavit is executed at (Place)_____on_____ (Date) by_____ (Name of the authorized person) behalf of _____ (name of the bidding firm), who is bidding for the work_____ (Name of the work), vide tender No _____ invited by Maharashtra Metro Rail Corporation Limited

I/We hereby declare that:-

1. I / We shall not deployed any person under the 18 years of age, which is prohibited & punishable under Child Labour (Prohibition & Regulation) Act-1986 & its further amendments.
2. I/ We ensure that no case of sexual harassment/abuses take place at my premises / Office with the female employee out sourced to Maha-Metro as per the provision of above bid, if awarded to me/us. I am aware of the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by Maharashtra Metro Rail Corporation Limited at any stage of bidding or even after award of the work or during the execution stage of the above work. (In case of successful bidder), if the above statement is found false or fabricated or violate the relevant act of Govt. of India and Govt. of Maharashtra, I / We shall be liable for punishment as per relevant act & law of Govt. of India and Govt. of Maharashtra

..... (Signature of the executant)

(Name, designation and address of the executant)

Common seal of bidding firm has been affixed

.....

Signature and stamp of Notary of the place of execution

Form-B9

Bid-Securing Declaration [Applicable if EMD/Bid Security exemption is availed by Bidder as per BDS/ITB]

Bidder's Name: _____

Tender No.: _____

Name Of Work: _____ To,

Maharashtra Metro Rail Corporation Ltd (Maha-Metro), hereinafter called "the Employer" acting through Executive Director (Procurement), Maharashtra Metro Rail Corporation Ltd, "Metro Bhawan", VIP Road, Near Dikshabhoomi, NAGPUR, MAHARASHTRA-440010 (INDIA) We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years as*

indicated in ITB 19.2 of the BDS] starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]* Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____ day of _____, _____ *[insert date of*

signing] Corporate Seal *[where appropriate]*

Form B-10

Technical Form

Sr. No	Name of the Employee	Expertise	Educational Qualifications	Total Experience
1				
2				
3				
4				

FORMS FOR CONTRACT
(To be used at the time of award of work to successful Bidder)

Form-C-1

Notification of Award

Letter of Acceptance

[Letterhead paper of the Employer Maha-Metro]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by Maha-Metro.

You are requested to furnish the Performance Security @ 10% of awarded cost within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 – Bidding & Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the sum of *[insert Contract Price or Ceiling in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

Section -1. Notice Inviting Tender (NIT)**Section- 2. Instructions to Bidders (ITB)****Annexure-2A. Bid Data Sheet (BDS)****Annexure-2B. Tool Kit of e-tender****Section- 3. Eligibility Criteria.****Section- 4. Evaluation Criteria.****Section- 5. Scope of Work.****Section-6. Condition of Contract.****Annexure-6-A. Corrupt and Fraudulent Practices.****Section -7. Bidding & Contract Forms.****Section -8. List of Document to be attached.****Section-9 Financial Bid.**

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security

(Bank Guarantee)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 _____,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date sixty days after the expected completion date as described in Clause 2.30 of Annexure-2A (Bid Data Sheet). The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION - 7**LIST OF DOCUMENT TO BE ENCLOSED**

The tendering firm/company is required to enclose attested photo copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

S.No.	Description	
1.	PAN/GIR No.	
2.	Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be)	
3.	GST Registration No.	
4.	E.P.F. Registration Certificate	
5.	E.S.I. Registration Certificate	
6.	Experience certificates	
7.	Annual Report, Audited Balance Sheet and Profit & Loss A/c, certified by Chartered Accountant for the last 3 years.	
8.	Bidder information	Form- B-1
9.	Declaration	Form- B-2
10.	Average annual turnover	Form-B-3
11.	Summary of Experience,	Form B-4
12.	Copy of Power of Attorney signing the bid.	Form- B-5
13.	Declaration about corrupt & fraudulent practices	Form-B-6
14.	Affidavit as per	Form B-7
15.	Affidavit as per	Form B-8
16.	Bid Securing Declaration	Form – B9
17.	Technical Form	Form-B10
18.	Affidavit as per Note: 1 of Section-3 (Eligibility Criteria) in case audit of Financial Year 2021-22 is not done yet.	

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENT

FOR

Name of Work: Annual Maintenance of Little wood plantation at Vasudeo Nagar,
Ambazari.

TENDER NO.
N1-LS-08/2022

Financial Bid & BOQ



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP
Road), Near Dikshabhoomi, Ramdaspath,
Nagpur-440010, Maharashtra, INDIA
Website: <http://www.metroinagpur.com>

Financial Bid & Bill of Quantities

Sr. No	CSR item No	Description of work	Unit	Qty	Rate	Amount
1	PWD SSR	Supplying semiskilled labour (Mali) and operator for day to day gardening work for proper up keep and maintenance of trees/ lawns etc. Month: (8 Hrs) working for 26 days in month	Man-Month	12	19,499.22	2,33,990.64
2	PWD SSR	Supplying unskilled heavy labours for carrying out day to day miscellaneous work, cutting tall grass, watering to trees by drip irrigation system. Month: (8 hrs) working for 26 days in month.	Man-Month	48	18,586.62	8,92,157.76
3	As per Current Market Rate	Supplying petrol to brush cutter for cutting of tall grass	Litre	600	128.70	77,220.00
4	As per Quotation	Supplying fertilizers / Insecticides etc for all kind of trees			-	-
	A	Clorophyriphos 1.5%	Kg	4	215.25	861.00
	B	Thimet / Yelmet 10 G	Kg	20	233.70	4,674.00
	C	Glyphosate 41%	Litre	20	590.40	11,808.00
					-	-
5	Rate as per MSEDCL previous Bill (Copy Attached)	Payment of electric bill to MEDCL for consumption of electric for water pump by the contractor.	Units	12000	3.83	45,910.80
		Total Amount				12,66,622.20

<p>Percentage quoted in terms of (Above/Below)</p> <p>Total amount in INR.....</p> <p>Total amount in words.....</p>

Note: The Quoted Price includes cost of the materials, labours charges, transportation, loading & unloading, tools, installation charges, other taxes (direct & indirect taxes), unforeseen expanses, etc., and applicable GST.