

**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project, Phase-2)**

Single Stage – Two Envelope Mode

BID DOCUMENTS

FOR

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022



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

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SECTION-1
NOTICE INVITING TENDER (NIT)

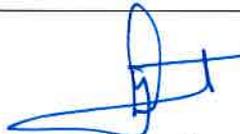
 <p>महानगर मेट्रो NAGPUR METRO</p>	E-TENDER NOTICE Maharashtra Metro Rail Corporation Limited Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Website: http://www.metrotrainnagpur.com E-mail: md.nmrc.tenders@gmail.com , Telefax: 0712-2554217
Tender Notice No. N2-002-S&E-02/2023	Dated: 07.02.2023
Name of Work: Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2	

KEYDETAILS: -

Estimated Price	Rs. 74 Lakhs (Excl. GST) Approx
Contract Period	20 (Twenty) Weeks from the date of issue of LOA
Documents on sale	Documents can be downloaded from 16.00 hrs. 07.02.2023 to 16.00 Hrs. On 23.02.2023 from Maha-Metro's E-Tender Portal.
Cost of documents	INR. 11,800/- (Rs. Eleven Thousand Eight Hundred only) (inclusive of applicable GST), non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
Pre-bid Meeting	At 11.00 hrs. On 13.02.2023 at the office of ED/Procurement, Maha-Metro through Video Conference. Link shall be published on web site of Maha-Metro. Bidder's Queries must be submitted through e-mail ID: md.nmrc.tenders@gmail.com OR in hard copy to ED (Procurement) office before the stipulated date & time of Pre-Bid meeting.
Bid Security (EMD)	The Bid Security / EMD amounting to INR: 74,000 (Rupees Seventy Four Thousand Only) shall be in the form as mentioned in the Tender Document. Agencies registered as MSME are exempted from the submission of EMD; instead, they shall submit Certificate of registration as MSME and Bid Securing Declaration.
Date & Time of submission of Tender	Online submission up till 16.00 Hrs. on Dt. 23.02.2023 on Maha-Metro, e-tender portal.
Date & Time of Opening of Technical bid	On Dt. 23.02.2023 after 16:30 Hours in Procurement Department, 1 st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.

1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO (Nagpur) **eTender** portal under section in e-tenders. <https://mahametrorail.etenders.in>
2. To 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 of 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.




07/02/2023

Executive Director (Procurement),
Maharashtra Metro Rail Corporation Limited

Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project, Phase-2)

BID DOCUMENTS

FOR

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022

Section 2

Instructions to Bidders (ITB), Bid Data Sheet (BDS) and Tool Kit
for using E-Tender Portal



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

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Section 2. Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section-5 Scope of Work. The name, identification, and number of Bid is as **specified in the BDS**.
- 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-6A.
- 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 social and environmental responsibility, 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, which should be read in conjunction with any Addenda issued in accordance with ITB 8.

Notice Inviting Tender (NIT)

Instructions to Bidders (ITB)

Bid Data Sheet (BDS)

Tool Kit for e-tender

Eligibility Criteria

Evaluation Criteria

Scope of Work

General Conditions of Contract

Specific Conditions of Contract

Corrupt and Fraudulent Practice Policy

Bidding & Contract Forms

List of Documents to be enclosed along with the bid

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 a 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-9, Financial Bid. 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 included 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 Qualifications of the Bidder

17.1 In accordance with Section-3, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time 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-3, 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-2.**
- 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 sub-contractors 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 Experience. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section-3 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 & 4, Eligibility and Evaluation 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 & 4, Eligibility and Evaluation 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 & 4, Eligibility and Evaluation 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-2. Annexure-2A: Bid Data Sheet**A. General**

General	<p>The following terms are used in the Bidding Documents shall have the same meaning and interpretations:</p> <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	<p><u>Name of Project:- Nagpur Metro Rail Project, Phase-2</u></p> <p>It is an Open tender, any bidder who meet the eligibility criteria as per Section-3 may participate in the bid.</p> <p><u>NAME OF WORK:</u></p> <p><i>Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2</i></p> <p>The number of the Invitation for Bids/Tender (NIT) is: N2-002-S&E-02/2022</p>
ITB 1.1	<p>The Employer is: <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro, Nagpur)</u></p>
ITB 1.1	<p>National Competitive Bid (NCB)</p> <p>The number of the Invitation for Bids/Tender (NIT) is: N2-002-S&E-02/2022</p>
ITB 1.1	<p>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.</p> <p>The successful Bidder has to establish its Office at Nagpur, if it does not have at present.</p> <p>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</p>

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 subject to eligibility as detailed in Section - 3 of this Bid Document and corrigenda (if any). Joint Venture/ Consortium are not allowed to participate in this Bid. Any provision about JV/Consortium in this bid should be ignored.
ITB 4.2	(In Continuation to the existing clause, further added as under) (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 (if allowed in the bid document), 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 individually. (k) No individual member will be member of JV/Consortium of more than one group of bidder. Joint Venture/ Consortium are not allowed to participate in this Bid.
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 as stated in Section – 3 Eligibility Criteria. Simultaneously, the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank.
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-7: 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

	<p>signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf.</p> <p>The formats of the Power of Attorney as well as the board resolution are provided in Section-7: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms.</p>
<p>ITB 4.10 (Additional Para)</p>	<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-7: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member. The POA of lead member shall be the Authorized Signatory for Bid Submission and any correspondence between the Bidder and the Maha Metro.</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 Maharashtra so as to be legally valid and binding on all partners / members.</p> <p>(e) The Bid shall be signed by the POA of Lead Member so as to be legally binding on all the Members of the JV/ 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>

<p>ITB 4.11 (Additional Para)</p>	<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-7.</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>
<p>ITB 4.12 (Additional Para)</p>	<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 and 4: Eligibility and Evaluation Criteria respectively.</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>
<p>ITB 4.13 (Additional Para)</p>	<p>The Bidder shall submit with the Bid full details of its ownership and control, full details of ownership and control. The required information should be submitted in relevant form in the Section 7.</p>
<p>ITB 4.14 (Additional Para)</p>	<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 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</p>

	<p>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 7: 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. (Please see Annexure - 2C)</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>

<p>ITB 6.7 (Additional Para)</p>	<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 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>B. Bidding Documents</p>	
<p>ITB 7.1</p>	<p>(a) For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Executive Director (Procurement) Maharashtra Metro Rail Corporation Limited Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</p> <p>Electronic mail address: md.nmrcl.tenders@gmail.com Web page: https://www.mahametro.org</p> <p>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</p>

	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
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date & Time: As per NIT and any Corrigendum published on the website of Maha Metro.</p> <p>Place: Maharashtra Metro Rail Corporation Limited Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra</p> <p>The replies of the pre-bid queries shall be published on Maha Metro's website on a later date.</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.nmrc.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>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>
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	<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)	Bid Security / EMD shall be acceptable as detailed in NIT & ITB 19.1
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j)	<p>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> <ol style="list-style-type: none"> i. The Bidder shall follow the procedure and steps of E-Tender portal of Maha Metro given in E-Tender Toolkit provided as Annexure-2-B ii. Cost of the bid: Paid online through E-Tender portal. iii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted. iv. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. 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. 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. 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.

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	Bidder shall inter alia undertake in the Letter of Bid that, no Payment of Commission or Gratuities has been made to any middleman/ agent regarding this tender
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	The Price is to be quoted Online on E-tender portal of Maha-Metro in Financial Bid Section of E-Tender Portal only. No discounts offer are allowed to be quoted by the bidder in the Letter of Bid and No discount letter to be uploaded anywhere in eTender Portal. Offering Discount in any form or anywhere in 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.
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	Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted. Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only

ITB 14.7	<p>i. Price quoted by the bidder includes GST & all other applicable Taxes, Duties, Levies payables etc. complete unless stated otherwise in the financial bid.,</p> <p>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.</p> <p>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).</p> <p>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.</p>
ITB 14.8 (Additional Para)	<p>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.</p>
ITB 14.9 (Additional Para)	<p>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.</p>
ITB 14.10 (Additional Para)	<p>With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section 7: 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.</p>

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 to avail the concessional benefits under Project Import shall solely rest with the Contractor.</p>
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-7: Bidding Forms of Bid Document (If applicable, as specified in ITB 19.2 below)</p> <p>(c) A scanned copy of this BG or the Bid securing declaration (as the case may be) 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 last date of submission of the bid 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</p> <p>Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001</p> <p>Bank Account Name: MAHARASHTA METRO RAIL CORPORATION LTD.</p> <p>Bank Account No.: 35378499419</p> <p>Bank Account Type: Current Account</p> <p>IFSC Code: SBIN0000432</p> <p>MICR Code: 440002002</p> <p><u>Note:</u> -</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>
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 along with a Copy of the MSME Registration Certificate.</p> <p>If bid securing declaration is executed for the events mentioned in ITB 19.7 and in the Bid Securing Declaration (form B-10), the bidder shall be suspended from participating in any Tender issued by Maha Metro for the period of 3 years.</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-2 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	Replacement for ITB as under: Bid to be submitted through E-Tender portal of Maha Metro only.
ITB 20.2	Replacement for ITB as under: 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 The written confirmation of authorization to sign on behalf of the Bidder shall consist of: 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-7: 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 shall authorize the Lead Member as a signatories of the Bid on behalf of JV/Consortium. A joint authorization letter duly notarized 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 will authorize POA of Lead Member to represent JV/Consortium, legally on their behalf.

	<p>The power of attorney (ies) shall be substantially in the format provided under Section-7: Bidding Forms of these Bidding Documents.</p> <p>iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.</p>
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 shall authorize the Lead Member as a signatories of the Bid on behalf of JV/Consortium.</p> <p>A joint authorization letter duly notarized 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 will authorize POA of Lead Member to represent JV/Consortium, legally on their behalf.</p> <p>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-7: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms</p> <p>iv. Viewing & downloading the document is free of cost, bidder has to pay the Cost of Bid Document at the time of submission of the Bid.</p>

ITB 21.1, 21.2 & 21.3	<p>Replacement for ITB as under:</p> <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>
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	<ul style="list-style-type: none">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.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.iv. If bidder is desirous to upload a file more than 20mb size, he shall have to 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.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.vi. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.vii. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.viii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).ix. Scanned copy of POA of each member & Lead member in case of JV/ Consortium.x. All relevant formats given in Section 7: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.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.xii. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).xiii. Copy of all financial documents as directed in Section-3.xiv. Relevant work experience certificate (in line of Section 3 & 4: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section-3.
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	<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> <p>iv. The Total Bid Price includes GST and other Taxes, Duties, Levies, Royalties (if not provided specifically) also. 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.</p>
ITB 22	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum.</p> <p>Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-2-B of bid document.</p>
ITB 23	<p>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.</p>

<p>ITB 24.1, 24.2 & 24.3</p>	<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 paid 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>
<p>ITB 25.1</p>	<p>The bid opening/ shall take place at office of:</p> <p>Executive Director (Procurement) Maharashtra Metro Rail Corporation Limited “Metro Bhawan”, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</p> <p>Date: As per NIT</p> <p>Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under:</p> <p><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	<p>Replace provisions of ITB 25.3 with the following:</p> <p>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.</p>
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>

	Result of Technical Evaluation shall be communicated electronically to successful bidders only.
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> <ol style="list-style-type: none"> a) All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium b) 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 c) has been accompanied by a valid Bid Security (as applicable); and d) 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 e) 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-2 C 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 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 Works Requirements.</p>

<p>ITB 35.2</p>	<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>
<p>ITB 35.5</p>	<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. (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:- 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) x 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>
<p>ITB 35.6 (Additional Para)</p>	<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 such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4.</p>
ITB 39.2 (Additional Para)	<p>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.</p>
ITB 40.4 (Additional Para)	<p>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.</p>
ITB 42.1	<p>The Performance Guarantee required in accordance with Clause 4.2 of the GC shall be for an amount as specified in Section-6 Conditions of Contract in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable.</p>
ITB 42.3 (Additional Para)	<p>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).</p>
ITN 42.4 (Additional Para)	<p>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.</p>
ITB 43 (Additional Para)	<p>Guarantees and Warranties: The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with Section-2 and Section-6 in the formats provided in Section-7-Bidding/ Contract forms.</p>
ITB 44 (Additional Para)	<p>Insurance: The Bidders’ attention is drawn to the provisions contained in the Conditions of Contract Section -6.</p>

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 form 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.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

- 2 -

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
- The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- reduce the minimum local content below the prescribed level; or
 - reduce the margin of purchase preference below 20%; or
 - exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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Maharashtra Metro Rail Corporation Limited (Nagpur Metro Rail Project, Phase-2)

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022

**Section 3: Eligibility Criteria
Section 4: Evaluation Criteria**



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

Section – 3
Eligibility Criteria

3.1 General Description

- 3.1.1. The Bids for this work shall be considered from only those bidders who meet requisite eligibility criteria prescribed in the following paragraphs of this section.
- 3.1.2. 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.
- 3.1.3. The Bidder must not have been **blacklisted / 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:
 - a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
 - b. any department of Government of Maharashtraor
 - B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.
- 3.1.4. Only **Indian firms** are eligible to take part in this bidding.

3.2. Eligibility Criteria (Technical):

The invitation for tender is open to all entities registered in India who fulfill following Eligibility Criteria:

- 3.2.1. The tenderer must have accreditation from QCI-NABET in Project Sector at Sr. No. 34 (Category-A) i.e., Highways as per the list published by QCI in latest revision dated 05th Sep'2022 (or newer).
Bidder shall submit the Proof of valid accreditation as said above along with the technical bid submissions.
- 3.2.2. The bidder must have carried out at-least one comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies.
Bidder shall submit the copy of the Performance Certificate issued by the Employer as proof of completion of comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies.

3.2.3. Bidder must have *Similar work experience during last 10 years' period (ending the last day of the month previous to which the bids are invited i.e. last date of online bid submission) and should be either of the following:

- i. The Bidder must have received not less than Rs. 59.2 Lakhs from 1 (One) Contract towards the comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies

Or

- ii. The Bidder must have received not less than Rs. 37 Lakhs each from 2 (Two) Contracts towards the *Similar work. Out of these Two Contracts, at least 1 (one) must be a comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies

Or

- iii. The Bidder must have received not less than Rs. 29.6 Lakhs each from 3 (Three) Contracts towards the *Similar work. Out of these Three Contracts at least 1 (one) must be a comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies

Note:

1. ***Similar work** means “Comprehensive EIA Study for Metro Rail Project funded by International Funding Agencies” or “Comprehensive EIA study for Railways, Highways or MRTS under Central Government/ State Government / PSU/ Urban Local Bodies/ Companies listed in stock exchanges of India (BSE and/or NSE only).”
2. Experience certificate submitted by the bidder shall be signed & stamped by Client/Employer with address & contact no's /email ID, briefly describing the nature of the work done and amount certified towards this work done.
3. The enclosed experience certificate shall be exclusively for above said services. Any fraudulent/ fabricated/ forged document related to experience if submitted shall result in rejection of the bidder along with the action of penalizing bidder through debarment or forfeiture of bid security or both.
4. The fee received from contracts as detailed above shall be escalated by 5% per year for Indian contracts and by 2% per year for year for foreign contracts up till 31st Dec'2022 to arrive at present value.

3.3. Eligibility Criteria (Financial): The bidders will be qualified only if their **Average Annual Turnover** for last five (05) audited financial years (FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017- 18) is not less than **Rs. 74 Lakhs** (Summary of annual turnover & balance Sheets Certified by CA with UDIN to be enclosed)

3.4. Bidder shall submit the list of appropriate human resources (key organization staff with managerial capabilities to handle similar nature projects) along with the bid.

3.5. The Consultant shall along with the bid submit an Affidavit stating that it shall comply with all relevant statutory norms like Minimum wages, Employees' provident fund, Employees State Insurance & Service tax/GST etc

3.6. SPECIAL NOTES:

1. The Bidder shall submit details of "**Similar Work Experience**" in the Form given in **Section-7** along with documentary proof such as client's certificates as mentioned in **clause no.3.2** above.
2. Bidder shall submit summary of financial data certified by Chartered Accountant with his stamp, signature and UDIN for last five audited financial years (FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017- 18)
3. The Bid submitted by Bidders, who do not qualify the minimum eligibility criteria as stipulated in the section-3 clause Cl. No. 3.2 above, shall not be considered for Financial Evaluation and such Bids will be rejected.
4. In case of audited Balance Sheet of Financial Year 2021-22 is not available, Bidder shall submit an affidavit mentioning so and submit the Provisional Balance Sheets duly certified by Statutory Auditor/ Chartered Accountant with UDIN.

Section-4**Evaluation criteria**

The final shortlisting will be based on experience, credential and technical/ financial capability detailed under Section – 3 (Eligibility Criteria).

- a) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.
- b) Financial Proposals shall be taken up only with those firm/company who meet the technical criteria.

The Consultant whose financial quote is lowest shall be proposed for award of the work

Maharashtra Metro Rail Corporation Limited (Nagpur Metro Rail Project, Phase-2)

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022

Section 5: Scope of Work



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

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

Section 5: Scope of Work

This section describes the Objective of work and General Scope of Services to be provided by the Consultant.

5.1. Background

Maharashtra Metro Rail Corporation Ltd. is a joint venture company of Govt. of India (GoI) and Government of Maharashtra (GoM) established under the companies act 2013 for the purpose of implementation of the project within Maharashtra excluding Mumbai metropolitan area.

ITES Ltd has carried out the investigation and studies for Nagpur Metro Rail Project Phase-II and prepared a Detailed Project Report (DPR) in November, 2019 based on which the project is proposed to be implemented.

The City: Nagpur, the Orange city of India, is third largest city in the state of Maharashtra and second capital of the state. It is the seat of annual winter session of the Maharashtra State Vidhan Sabha. Nagpur lies precisely at center of the country with Zero Mile Marker indicating the geographical center of India. It is a major commercial and political centre of the Vidarbha region of Maharashtra. The city is also considered as the second greenest city in India along with title 'Tiger Capital of India' as it connects to many tiger reserves in the country. Due to its proximity from various parts of country, the city is also emerging as one of economical hubs in recent times.

The city of Nagpur acts as the headquarter for the Nagpur district with a population of about 46 Lakh of which about 24 Lakh population accounts to Nagpur Municipal Corporation as per 2011 Census data. Nagpur has large number of technical institutes which can cater to the rising needs of the IT-ITES industry in the region by generating enough manpower resources. Nagpur, also considered as a low living cost city, has become a prime destination for Information Technology Enabled Services (ITES) and Business Process Outsourcing (BPO) units. In addition to establishment of Multi-modal International Cargo Hub & Airport (MIHAN), Nagpur is also expected to be established as one of the major IT sectors in the country.

Rapid urbanization and intense commercial developments in recent past have resulted in steep rise in travel demand putting Nagpur's transport infrastructure to stress. To relieve this stress MRTs system i.e. Nagpur Metro Phase-1 is already in operation.

Based on the proposals from CMP, an Alternatives Analysis has been carried out to find the most viable mass transit system along identified corridors. Alternatives Analysis Report recommends extension of mass transit corridors of Phase 1 in order to meet the future traffic demand. Nationally and globally it is seen that the metro network expands progressively to cover entire city. Hence, it is essential that in Nagpur also, such expansion of Metro Rail network is taken up in time, extension of phase-II is proposed.

5.2. Salient Features of the Project:

SN	Route	Length / Type	Stations
1	North–South Corridor: Kanhan River to MIDC ESR	1.25 km/At-Grade + 30.45 km Elevated	2 nos. (At-Grade) 20 nos. (Elevated)
2	East–West Corridor: Transport Nagar to Hingna	12.10 km / Elevated	10 nos. (Elevated)
	Total	43.80 km	32 nos.

Corridor 1A-MIHAN – MIDC ESR - 18.6 km

Corridor 2A-Automotive Square – Kanhan River - 13.0 km

Corridor 3A-Lokmanya Nagar – Hingna - 6.7 km

Corridor 4A-Prajapati Nagar – Kapsi - 5.5 km

5.3. Objective

The Tender is for Appointment of Consultant for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-II with 1) NORTH-SOUTH corridor having a route length of 31.70 Km and 2) East-West corridor having a route length of 12.10. Total length being 43.80 km.

The objective of the Nagpur Metro Rail Project phase-II is to strengthening the need for augmenting the transport infrastructure in Nagpur region. Rapid urbanization and intense commercial development in the recent past have resulted in steep rise in travel demand, putting the existing city's transport infrastructure to stress.

Government of Maharashtra has policy to protect the environment and stakeholder interest. Developments of Metro Projects are generally intended to improve the economic and social welfare of the people. At the same time it may also create adverse impacts on the surrounding environment. People and properties may be in the direct path of Wwrks are effected. The Environmental impacts of projects include damage to sensitive eco-systems, soil erosion, changes to drainage pattern and thereby ground water, interference with animal and plant life, loss of productive agricultural lands, demographic changes, accelerated urbanization and increase in air pollution.

The specific objectives of this EIA studies, include but are not limited to, anticipate and appraise any foreseeable impact a project may have on the environment and to identify and prevent any negative impact, or limit it to a tolerable level and (provided that the negative impact is inevitable but still tolerable) introduce compensation measures. In addition, the assessments should identify, monitor and manage any residual risks. They are also intended to raise awareness of development approaches that are ecologically sustainable.

5.4. The scope of work broadly consists of the following activities:

The scope of work for the Environmental Impact Assessment (EIA) Study for entire stretch is given below:

The objective of this assignment is to appoint an Environmental Consultant to conduct Environmental Impact Assessment (EIA) Study with reference to the Nagpur Metro Rail Project Phase-II Alignment and other metro rail facilities proposed for the project.

- 1) EIA and EMP shall be undertaken in accordance with Environmental Framework/ Environmental Assessment Policy of International Funding Agency like World Bank (WB) & ADB Safeguard Policy Statement,2009. (OP/BP-4.01, OP/BP-4.02, OP/BP-4.04 etc)
- 2) Review of National, state, and local environmental regulatory requirements on environmental aspects and available standards besides requirement of Funding Agencies like WB Bank Guidelines and ADB/ EIB. Also, external factors review and assessment of Depots and their building plan areas to check with applicability of Environmental clearance,
- 3) Description on all applicable laws and regulations for the project. Description of necessary approvals/consent requirement from the regulatory authorities,
- 4) An environmental screening and categorization framework as per world bank criteria & Preparation of the REA Checklist as per ADB SPS,2009 for Project Categorization for the proposed project to identify the environmental analysis and planning aspects of the project,
- 5) Identification of hot spots like involvement of forests, roads, rail crossing, bridges, rivers, nallahs, bore wells, surface drainage, and archaeological/historical/religious structures. Also, Habitat analysis in the ecological baseline assessment- defining natural, modified and critical habitat, any presence of avifauna parks or biodiversity zones,
- 6) Study and summarize the existing condition of surface and subsurface water flow condition within the project area (From the secondary authenticated published data)
- 7) Earmarking the project Location throughout the city and assessment with respect to environmentally sensitive areas, and community concerns,
- 8) Inventory survey of Sensitive Receptors such as schools, hospitals, religious places within 100 m from central line of the proposed metro rail corridor will be identified using latest satellite images, field survey and interviews with residents,
- 9) Assessment of existing land use pattern and study the possible impacts of the project on land use pattern;
- 10) Description of alternatives considered from the relevant point of views (e.g. route, land use, technical aspects, environmental & social aspects),
- 11) Establish the baseline status of the study area with reference to the air, noise & vibration, water quality, soil quality, solid waste, protected areas, physical environment (e.g. hydrology), biological and social aspects along the section. Also, Habitat analysis in the

- ecological baseline assessment- defining natural, modified and critical habitat, any presence of avifauna parks or biodiversity zones,
- 12) Air & Noise quality monitoring shall be conducted at all proposed metro stations, casting yard and depots location to generate the data for baseline scenario,
 - 13) Justification must be given for selection of locations for assessment of baseline,
 - 14) Impacts to be identified for pre-construction (Location/design stage), construction phase and operation phase for the proposed Metro Rail project,
 - 15) Detailed Ecological and Biodiversity Impact Assessment and suggesting mitigation plan. Ecological study (details inventory chainage/ station wise of number of trees to be cut with diameter, height & species.). Also, Habitat analysis in the ecological baseline assessment- defining natural, modified and critical habitat, any presence of avifauna parks or biodiversity zones,
 - 16) Consultant shall propose the soil disposal plan for construction phase of project. Also, the consultant shall propose the areas in or outside the cities where soil could be re-used or disposed.
 - 17) Consultant shall assess in principle impact of project construction and operation specifically w.r.t. air, noise and vibration and shall identify the sensitive receptors for these impacts.
 - 18) Noise Study: Mapping and modelling of noise resulting from ambient noise and noise due to operation of Metro rail system shall be carried out using the international standard software for rail noise mapping.
 - 19) The Noise mapping shall be carried on the GIS platform showing the noise contours. Prediction of noise at these locations due to train operation shall be made for 30 years with an interval of 3 years.
 - 20) The outputs of measurement and prediction shall be submitted in the form of noise contours for about 250 meters along the proposed metro rail route.
 - 21) Consultant shall propose the mitigation measures for attenuating noise levels below the statutory standards/baseline (whichever is higher) during operation phase of metro rail.
 - 22) Vibration Measurement: Existing vibration measurement (24 hr. monitoring) at sensitive receptors, structures close to the alignment & Archaeological importance structures and vibration prediction at same sites during construction and operation of metro rail. The vibration mapping shall be carried on the GIS platform showing the vibration contours,
 - 23) The consultant shall justify the selection of location and methodology for conducting the vibration monitoring,
 - 24) Consultation and review with affected sensitive receptors (Major Hospitals) along the corridor due to Noise & Vibration.

- 25) Identification of water body directly or indirectly affected, impact on water quality in the identified rivers/canals/creeks and supplementing the collection of existing and published data on water quality,
- 26) Identification of major impacts due to Air, Noise & Vibration on Archaeological/ historical/ cultural/ religious structures, sensitive receptors. Assessment of likely impact on, water quality (Surface & Ground), ecological, muck/ soil, seepage water, land subsidence and waste. Assessment of impact due to labour camps and depots.
- 27) Suggest suitable measures separately for mitigating the impact of noise and vibration in surrounding environment and habituated area that is likely to be generated during construction and from operation of metro train;
- 28) Consultant shall report socio-economic data on demography, social status, local economy, local culture & custom and land details in the report for the project location. (Such data may be collated from secondary authentic sources).
- 29) Project specific Risk and Hazardous management studies & suggesting construction Workers management plan (Occupational health and safety),
- 30) Analysis of natural hazards and climate disasters in the region, vulnerability profile and also various adaptation measures considered in the project design,
- 31) Preparing and suggesting project specific Environmental Management Plan (EMP) and Environmental Management Action Plan (EMAP) duly following MoEF & CC/ WB/ ADB/ EIB guidelines for environmental sustainability, including budget for implementation,
- 32) EMP shall be prepared Reach wise in such a manner that these are amenable to incorporation in the bidding/contract documents.
- 33) EMP shall list all mandatory Government Clearance conditions and procedure for procuring clearances.
- 34) EMP shall suggest mitigation measures, management & monitoring plan for all the significant impacts assessed for the project during design, construction & operation phases of the project.
- 35) EMP shall include the organization structure for implementation of EMP with specific responsibilities for contractors, general consultants and project proponents during design, construction and operation phases of the project,
- 36) Preparation of sub-EMP plans Like Air Quality, Water and waste water quality Management Plan, Traffic Management plan during construction phase, Labor camp management pan, Solid waste and Hazardous waste management Plan,
- 37) Preparation of Environment Assessment Review Framework (EARF) as per ADB SPS, 2009,

- 38) Preparation of Environmental Monitoring Plan (EMoP) based on analysis of collected data, impacts, mitigation strategy, EMoP will be finalised incorporating feedback from local residents participated in Public Consultation Meetings,
- 39) Preparation of Environmental Monitoring Forms based on EMP and EMoP,
- 40) Identification of Institutional needs to implement environmental assessment recommendations, (review the authority and capability of institutions and recommend steps to strengthen or expand them so that the management and monitoring plans in the environmental assessment can be implemented.),
- 41) Organizing/ Conducting project level Public Consultation in obtaining the views of affected groups as part of EIA report,
- 42) Carbon Credit study with explore opportunities for claiming Carbon Credits against this project including methodologies and documentation,
- 43) Content of EIA report should be as per the WB/ ADB/ EIB funding agency policy.
- 44) The Consultant will prepare a plan for in-country disclosure, specifying the timing and locations; translate the key documents, such as the Environmental Assessment Summary in local language for disclosure.
- 45) The Consultant shall prepare a non-technical EA Summary Report for public disclosure.

5.5. Deliverables

- i. Inception Report
- ii. Screening report
- iii. Submission of Draft Report
- iv. Submission of Final Report

5.6. Reporting System of the Progress of the Project

I. Inception Report

An Inception Report (2 copies in English) shall be submitted to MAHA-METRO within three weeks from the starting date, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional work program.

II. Monthly Progress Report

A Monthly Progress Report (2 copies in English) shall be submitted to MAHA-METRO. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. It should be submitted in a format approved by MAHA-METRO and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

III. Progress

- (a) It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.
- (b) It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the Works Program.
- (c) The status of permanent and temporary staffing

5.7. Program Update Reporting System of the Progress of the Project

Program updating shall include:

- a. The monthly program update which shall be prepared by recording actual activity completion dates and percentage of activities completed up to the end of the month of report together with estimates of remaining duration and expected activity completion based on current progress. The Program update shall be accompanied by an Activity
- b. Report and a Narrative Statement.: The Program Status which shall show Works Program status up to and including the current report period, display cumulative progress to date and a forecast of works remaining.

Maharashtra Metro Rail Corporation Limited

(Nagpur Metro Rail Project, Phase-2)

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022

Section-6: Conditions of the Contract

Section-7: Bidding & Contract Forms



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

Section-6**Conditions of the contract****6.1 General Conditions of Contract****6.1.1 Duration of Study**

The total period for carrying out the assignment is 20 weeks from date of LOA.

6.1.2 Payment Terms: -**(a) Fees**

The consultant's fees shall be inclusive of all the applicable taxes, duties, levies, cesses, etc. but excluding GST which shall be reimbursed to the consultant as per actuals only upon receipts of having deposited the same is submitted to Maha-Metro.

(b) Payment Schedule & Rates

Consultants shall quote their financial bid in the prescribed format at Section - 9. Schedule of payment will be as per the following milestones:

S.N	Description	Duration w.r.t date of issue of LOA	Fee payable for the Activity (% of the Consultancy Fee)
1.	Inception Report	Three weeks	10%
2.	Preliminary Screening and Environmental Assessment Report	Six Weeks	20%
3	Submission Draft EIA & EMP Report	Eighteen Weeks	25%
4	Submission of EIA & EMP Final report complete in all respect as per Scope of work and approved by MAHA-Metro.	Twenty weeks	25%
5	After acceptance of Final EIA & EMP Report in all respect with necessary modification and approved by External Funding Agency		20%

- (c) Consultant has to submit bills/ Tax Invoices as per above table showing proper tax break up with each bill, in relation to work done / service provided to Maha Metro. The standard terms of payment shall be within 30 days from the date of submission of bills in triplicate along with work completion certificate issued by the competent authority in Maha-Metro. The payment shall be made through RTGS/NEFT/ECS after due deductions of all statutory payments, taxes, penalties and other deductions applicable. Tax deduction at source from each on- account progress bill shall be made by Maha-Metro as per the provisions of the statutes/acts of statutory bodies/local authorities etc. except when the Consultant prior to release of payment submits valid and complete documents for tax exemption.

- (d) No advances shall be paid to the Consultant.
- (e) It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by Maha-Metro officials or by any other official nominated by Maha-Metro at any point of time. While submission of Bills the Consultant shall also submit all the required reports and registers during the billing period.

6.1.3 Deployment:

- (a) Upon receipt of LOA, successful bidder shall coordinate with concerned department of Maha Metro regarding deployment of Manpower for the study.

6.1.4 Income Tax

The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Consultant by Maha Metro.

6.1.5 Insurance

- (a) The Consultant shall be responsible for taking Terminal Insurance and Personal Accident (PA) Insurance for Rs. 10 Lakhs limit for each employee pertaining to all deployed personnel in addition to coverage of ESIC to cater the need of payment of compensation to the personnel during the deployment period & shall submit a copy of the same within 15 days from the issuance of LOA
- (b) All medical expenses / compensation towards the sickness / disability of personal shall be arranged by successful bidder at his own expenses.

6.1.6 GST (Goods & Services Tax)

- i. GST Registration: The successful bidder must obtain a GST registration under the relevant act if not already have in the State of Maharashtra. Bidder has to submit attested copy (Notary attestation acceptable.) of the certificate of registration.
- ii. The price quoted by bidder is inclusive of all taxes (excluding GST) as per prevailing rate on Base Date and the bill produced by bidder shall clearly exhibit the breakup of price of services & taxes. Goods & Services Tax (as applicable) shall be mentioned in each bill of Consultant as per GST billing format.
- iii. Any change in rate of GST shall be adjusted both ways.

6.1.7 Extension of Time of Completion and Penalty due to delay

In case, there is any delay in completion of the assignment due to the reasons attributable to Maha-Metro, the consultant must obtain Extension of Time (EOT) with proper justification of the delay from Maha-Metro. Maha-Metro shall determine Extension of Time (EOT) on basis of merit of the case.

Penalty @ 0.5% per week or part thereof of the Contract Price shall be levied on consultant for the delay due to the reasons not attributable to Maha-Metro.

Maximum amount of Penalty as mentioned above shall **be not more than 10%** of the accepted Contract Price.

6.1.8 Damages to Maha-Metro assets

- i. In case of any damages to the Maha-Metro assets as assessed by the Engineer in Charge during the execution of any work, suitable cost will be recovered on actual basis from the forthcoming bills of the Consultant or any amount due to the Consultant.
- ii. If the recoverable amount exceeds the dues payable to the Consultant, the same shall be recovered from the performance Security.

6.1.9 Price Variation

- (a) The price quoted by the Consultant shall include the administrative charges including profits. No price variation shall be given for any reason whatsoever.

6.1.10 Termination of the Contract

The contract may be terminated before the contract period owing to the following reasons.

- (a) Deficiency in service
- (b) Force Majeure, i.e. beyond control of either party.
- (c) Unethical / Illegal/ indiscipline/ Unprofessional behavior of personnel & if Consultant refuse a suitable replacement within 3 days.
- (d) Contract may be provisionally terminated if the Consultant enters in to a legal dispute with Maha-Metro in any court of India. Maha-Metro shall reserve the right to avail such services by another agency as per its discretion till the verdict of court is delivered.
- (e) In the event of termination due to any of the above reasons except S.No. (b) the performance security shall be forfeited.
- (f) If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing three months" Notice for termination upon such confirmed events having taken place.
- (g) The parties agree that "Material Breach" for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the Performance Levels" and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non- achievement defeats the object and purpose of this Agreement.
- (h) Maha-Metro shall also have, without prejudice to other rights and remedies, the right, in the event of "Material Breach" by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason

whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the License at the „risk and cost“ of the Licensee or in the manner Maha-Metro deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the Maha-Metro. The decision of the Maha-Metro about the breach/failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.

- (j) Maha-Metro may terminate whole or any portion of the contract by giving three months' notice.
- (j) In the event that the Agreement is terminated, the effective date of termination shall be decided by Maha-Metro. However, the effective date of termination shall not be more than three months from the date of notice.
- (k) In the event the Agreement is terminated by the Licensee, Maha-Metro shall forfeit the Security Deposit.
- (l) In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations.
- (m) In the event the Agreement is terminated after Commencement Date, then the Consultant acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by Maha-Metro, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the Consultant agrees to provide services on the same terms as it were being provided during the tenure of the Agreement.

6.1.11 Other Statutory Obligations: -

- (a) If applicable, The Consultant is required to obtain/renewed a valid license from the competent licensing authority under the provisions of Contract Labor (Regulation and Abolition) Act and Contract Labor (Regulation and Abolition), within 60 days or deployment of 20 or more employees whichever is earlier. If the Consultant refuses to apply for license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by Maha Metro and Maha Metro shall be at liberty to recover losses, if any, from the Consultant.
- (b) The Consultant shall be obliged and solely responsible to comply with all statutory requirements in respect of the personnel engaged by him and Maha Metro shall not be a party to any dispute arising out of such deployment by the Consultant.
- (c) Successful Bidder shall obtain the required/ necessary information or data from regulatory/ local bodies by their own required for the proposed study. Maha Metro will provide necessary assistance for obtaining the same.

- (d) Registration under Provident Fund: The Successful Bidder must register themselves with Provident Funds Department if applicable under relevant Act; and shall submit attested copy of the certificate of PF registration.
- (e) ESIC Registration: The Successful Bidder must register themselves with Employee State Insurance Corporation (ESIC) if applicable under relevant Act; and shall submit attested copy of the certificate of registration with ESIC.

6.1.12 Fraud and Corrupt Practices

- i. The bidder applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Maha Metro may reject at tender 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.
- ii. Without prejudice to the rights of Maha Metro under Clause-(i) herein above, if a bidder is found by Maha Metro 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.
- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process 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;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the 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

- e) "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.
- f) The Service Provider shall ensure that the Personnel deployed by him in Maha-Metro shall observe good conduct. The Personnel so engaged shall not take part in any kind of demonstration/agitation. The outsourced Personnel shall not make any statement against Maha-Metro on any Social/Political Forum.

6.1.13 LEGAL

- (a) If applicable, the firm/company shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in Maha Metro. The Company shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- (b) The Consultant shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Maha Metro to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (c) The Consultant shall maintain all statutory Registration under the applicable laws. The firm/company shall produce the same, on demand, to the concerned authority of **MAHA METRO RAIL CORPORATION LTD.** or any other authority under law.
- (d) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the firm/company by Maha Metro.
- (e) In case, the tendering firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof Maha Metro is put to any loss, obligation, monetary or otherwise, Maha Metro will be entitled to get itself reimbursed out of the outstanding bills or the Performance Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.
- (f) Persons deployed by the Consultant shall not be less than 18 years of age, which is prohibited & punishable under relevant child labor act. **An affidavit** (Form B-8) stating the above is to be enclosed with the bid.
- (g) The bidder shall also ensure that no case of sexual harassment/abuses take place at his premises / Office with the female employee out sourced to Maha Metro under the above bid and comply the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)
- (h) The personal to be hired shall be paid at least at the rate of minimum wages per month as per Chief Labour Commissioner (Maharashtra state)'s Minimum Wages Act plus

obligatory payments towards EPF/ESI, as applicable. These all expenses are deemed to be inclusive in accepted cost of services. Consultant shall pay /deposit these statutory payments to concerning authority. Maha Metro shall not reimburse it separately

- (j) The staff & personnel of Consultant shall not be treated as employee of Maha-Metro Rail Corporation Limited and cannot claim an employment with Maha-Metro Rail Corporation Limited irrespective of length of deployment as personnel.
- (j) The Consultant shall ensure minimum wages of personnel in accordance with the Minimum Wages Act, 1948. The rates quoted by the bidder shall be inclusive of all statutory requirement i.e. Insurances, medical expenses, PF, ESI & Bonus etc. / all taxation liabilities as Applicable. The Consultant shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour, Regulation & Abolition Act), EPF etc. with regard to personnel engaged by him for works.
- (k) The skill level of various manpower required for the Staff (as mentioned in Scope of Work, Section-5) should be ensured & they must be paid by the consultant as per relevant & prevailing Minimum Wages Act of Chief Labour Commissioner (Maharashtra state).
- (l) At no time employee of consultant shall claim to be employee of Maha-Metro. Consultant shall indemnify Maha Metro against all claims of his employees.

6.1.14 Performance Security

- (a) The successful bidder will have to deposit a **Performance deposit @ 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 deposit will be furnished in the form of **Bank Guarantee of Scheduled Commercial Bank** having business office in India & drawn in favor of Maharashtra Metro Rail Corporation Ltd. The performance deposit should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the Consultant.
- (b) In case of breach of any terms and conditions stipulated in the contract, the Performance Deposit of the firm/company will be liable to be forfeited by Maha Metro besides annulment of the contract.

6.1.15 Extension of Contract period

The contract shall continue for a period as provided in Bid Data Sheet (Annexure-2A). However, the period of the contract may be extended as per discretion of Maha Metro if deemed fit.

6.1.16 Dispute Resolution

6.1.16.1 Amicable Resolution

i. No Legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of this clause (Article 16.) No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute Resolution Procedures set out in Article 16 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

ii. Notice of Dispute

For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days beyond the date of contractual completion and extension thereof if any. .

iii. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause.

iv. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

v. Conciliation procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Consultant who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha- Metro who would be Deputy HOD level officer and above. The Employer and the Consultant shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, then may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipts of notice by the Conciliator.

The parties shall not initiate, during the conciliator proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

vi. Termination of Conciliation proceedings

The conciliation proceedings shall be terminated:

- a) By the signing of the settlement agreement by the parties on the date of agreement;
or
- b) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration;
or
- c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) By a written declaration of a party to the other party and the conciliator, if appointed,

to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

vii. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha Metro).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

viii. Number of Arbitrations: The Arbitral Tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3(Three) Arbitrators in all other cases.

ix. Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/ Maha Metro, the Employer will forward a panel of 03 names to the Consultant. The Consultant shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Consultant fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha Metro then MD/Maha Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- ii) In case of 03 Arbitrators:

- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha Metro, the Employer will forward a panel of 5 names to the Consultant. The Consultant will then give his consent for any name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
- b) Employer will decide the second Arbitrator. MD/ Maha Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Consultant, within 30 days from the receipt of the consent for one name of the Arbitrator from the Consultant. In case the Consultant fails to give his consent within 30 days of dispatch of the request of the Employer then MD/Maha Metro shall nominate both the Arbitrators from the panel.
- c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Consultant of from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/ Maha Metro, Nagpur.
- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his / their office/ offices or is / are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha Metro fails to act without undue delay, the MD/Maha Metro shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Employer at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Consultant. Qualification and Experience of Arbitrators (to be appointed as per sub- clause above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be; a Working/ Retired Officer (not below E-8 grade in a PSU with which Maha -Metro has no business relationship) of any

discipline of Engineering or Accounts/ Finance Department, having experience in Contract Management;

Or

A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Office who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha Metro or a PSU with which Maha Metro has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29Bof the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

If the Consultant (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/ Conciliator that the final demand is ready, he / they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time schedule for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavor to adhere to time scheduled for early finalization of Award.

The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

x. Interest on Arbitration Award

Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

xi. Cost of Conciliation/ Arbitration

The fees and other charges of the Conciliator/ Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha -Metro.

6.1.17 Jurisdiction of Court

Where recourse to a Court is to be made in respect of any matter, the Court at Nagpur shall have the exclusive jurisdiction to try all disputes between the parties.

6.1.18 Proprietary Rights:

Any document, manuals, instructions, guidelines, procedures or information shared by Maha-Metro to the Consultant for carrying out the assignment under this work shall

remain property of Maha-Metro. These are proprietary of Maha-Metro and should not be shared with persons not related to Maha-Metro Contract.

6.1.19 Gender Neutrality:

The Consultant is free to induct male or female or transgender staff as per the requirement based on the scope of work. However, the nature of work also involves working at odd hours and requirement of Maha-Metro.

Annexure -6 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 submitting this tender Bidder/ 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 mis procurement 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:
 - i. 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
 - ii. 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

- i. 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;
 - ii. any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - iii. any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- i. 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
 - ii. 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:
- i. 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.
 - ii. 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.
 - iii. 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 termination.

SECTION -7
Bidding & Contract Form

Letter of Proposal/Bid

(On Applicant's letter head) (Date and Reference)

To,
(Name & address of Employer)
Name of Work:

Dear Sir,

With reference to your Bid documents/Tender Notification dated _____, I/we, having examined all relevant document and understood their contents, hereby submit our Proposal for “(Name of Work)”. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as Agency/ for the aforesaid work.
3. I/We shall make available to the Employer any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - a. I/We have examined and have no reservations to the Bid Document, including any Addendum issued by the Employer;
 - b. I/We do not have any conflict of interest in accordance with Section -3 Cl. 3.1(2);
 - c. I/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, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other Public-Sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders as per Sub-Clause 9.1 of ITB.

7. I/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 indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Supply or which relates to a grave offence that outrages the moral sense of the community.
8. I/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 for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ Employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer and/ or the Government of Maharashtra in connection with the selection of Bidder or in connection with the Evaluation/ Selection Process itself in respect of the above-mentioned work.
11. I/We agree and understand that the proposal is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Work is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for 180 days (One Hundred and Eighty) from the last date of submission of the bid.
13. Power of Attorney in favor of the authorized signatory to sign and submit this proposal and document is attached herewith as Form B-5.
14. In the event of my/our firm/ being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at C-2 of the Bid documents. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. I/We have studied Bid Document and all other document carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any document or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the Evaluation Process including the award of the work.
16. I/We, agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the Bid Document.

Yours faithfully

(Signature with name, designation and
stamp of the authorized signatory)

(Form-B-1 to Form-B-10 is to be submitted by bidder along with the Letter of Proposal)**FORM-B-1****(Bidder's Information)**

1.	a. Bidder Type b. Bidder's Name (Company Name) c. Legal Status	a. (Single Entity/ JV/ Consortium) b. Bidder Name: c. (<i>Proprietorship/ Ltd. Co./ Pvt. Ltd. Co. etc</i>) <i>(JV/Consortiums are not allowed to participate in this bid)</i>
2.	Registered address and Nationality	
3.	Address of Correspondence	
4.	Name of Proprietor/Director of Company	
5.	Certificate of incorporation/ Statutory Registration/ Shop Act License No. and Validity Period/ Date Certificate No & Date supported by copy of certificate. (as applicable)	
6.	Nature of Business & Establishment Year (as mentioned in Incorporation certificate)	
7.	Telephone Nos.	
8.	Fax Nos.	
9.	Mobile No.	
10.	E-mail ID	
11.	Contact Person Name Designation Mobile E-mail	

12.	Organizational Capability (Staff Strength)		
13.	PF/ESI Details: Reg. No. PF Reg. No. ESI Reg. No. Service Tax		
14.	PAN Details: PAN No.		
15.	A brief enlistment of Clients with whom your organization has worked (Enclosed the list supported by LOA/WO/Experience Certificate)		
16.	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	If applicable, Bidder may submit the relevant information in separate Sheet	
17.	Already established office at Nagpur	YES	NO
18.	If Yes, Complete address with contact no of Nagpur Office.		
19.	Whether have conflict of Interest as per Sub Cl. 3.1.2 of the Bid Document <i>Marking "Yes" as "✓" will disqualify the bidder</i>	YES	NO
20.	Name & Signature of the person furnishing the above statements		
21.	Whether have been listed in Exclusion List of World Bank. <i>Marking "Yes" as "✓" will disqualify the bidder</i>	YES	NO

Notes: -

Every statement made in the pre-qualification format should be supported by Documentary proof for consideration. Otherwise the tender is liable to be rejected.

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 Turnover of the Bidding Agency**

Tender No. and title: _____

Bidder's Name: _____

Annual turnover data (Ref.Section-3, Pt. 3.3) for 5 years		
S. No.	Year	Amount Rs.
<i>1</i>	<i>[indicate year]</i>	<i>[insert amount]</i>
2		
3		
4		
5		
	Average Annual Turnover	

Note: -

1. Attach certified copy of summary of balance sheet by Chartered Accountant for each year mentioned above.
2. Average Annual Turnover (as specified in Eligibility Criteria, Pt. 3.3 of Section-3) should be provided duly certified by Chartered Accountant with UDIN.

Form-B-4

Summary of Experience

(submission of Experience certificates in compliance to Cl. 3.2 Eligibility Criteria - Technical)

Bidder's Name: _____

Date: _____

Tender No. and title: _____

Starting Year	Ending Year	Contract Identification
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): _____ Status of work: On-Going/ Completed _____ Date of Commencement: _____ Date of Completion: _____ Value of Work Executed (As per Experience Certificate): _____
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): _____ Status of work: On-Going/ Completed _____ Date of Commencement: _____ Date of Completion: _____ Value of Work Executed (As per Experience Certificate): _____
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): _____ Status of work: On-Going/ Completed _____ Date of Commencement: _____ Date of Completion: _____ Value of Work Executed (As per Experience Certificate): _____

Bidder shall submit Experience certificates for the works mentioned in this form.

The certificate shall be duly signed & stamped by Client/Employer with address & contact no's /email ID, briefly describing the nature of the work done and amount certified towards this work done.

Form-B-5

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: 5B

(Form-B: 5B are applicable only if JV/ Consortium are allowed to participate in Bidding)

**(a) Form of Joint Bidding Agreement
(JV/ Consortium Agreement)**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and duly notarised by Notary Public. Foreign entities submitting the Bid are required to follow the applicable law in their country, if JV is formed out of India)

JV/Consortium Agreement Between

M/S....., M/S....., and M/S.....

For (Name of Work) vide Tender No _____ hereinafter referred as "Work"

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on the..... day of between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns),

and

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

and

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

(The Bidding JV/Consortium should list the name, address of its registered office and other details of all the Consortium Members)

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

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

WHEREAS Maharashtra Metro Rail Corporation Limited desired to engage a Consultant for (Name of the Works)..... for Maharashtra Metro Rail Corporation Limited, (Name of project).....Project.

AND WHEREAS the JV/Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to [Insert the name of purchaser of Bidding Document]. Or downloaded from E-Tender Portal of "Maha-Metro"

AND WHEREAS Para ITB 4 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a JV/Consortium shall submit a legally enforceable JV/Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the selection of the JV/Consortium as the Successful Bidder by the Maha-Metro, we the Members of the JV/Consortium and Parties to the JV/Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the "Lead Member" as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here) to do on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with Maharashtra Metro Rail Corporation Limited or any other Government Agency or any person, in connection with the "Works" until culmination of the process of bidding till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry / Completion of the Contract.
2. The "Lead Member" is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the "Lead Member".
3. The "Lead Member" shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the JV/Consortium in discharging all their respective obligations under the Contract with Maharashtra Metro Rail Corporation Limited. Each JV/Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the JV/Consortium Members, the "Lead Member" shall be liable to fulfil such obligation.

5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the "Lead Member" under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of INDIA.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the JV/Consortium.
8. It is hereby agreed that in case of selection of bidding JV/Consortium as the Successful Bidder, the Parties to this JV/Consortium Agreement do hereby agree that the "Lead Member" shall furnish the Performance Security on behalf of the JV/Consortium, as stipulated in the Bidding Documents.
9. It is further expressly agreed that the JV/Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by Maha-Metro.
10. The "Lead Member" is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the JV/Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the parties that the responsibilities and obligations of each of the Members of JV/Consortium shall be as follows:
 - (a) Party-1 % Share in proposed JV/ Consortium
Brief description of responsibility
 - (b) Party-2 % Share in proposed JV/ Consortium
Brief description of responsibility
 - (c) Party-3 % Share in proposed JV/ Consortium
Brief description of responsibility
12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the JV /Consortium Members.
14. It is hereby agreed that in case of selection of the JV/Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] /

Or

[the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]

15. It is agreed by all the Members that there shall be separate JV/Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and / or working capital and the financial obligations of the JV/Consortium shall be discharged through the said JV/Consortium Bank Account only and also all the payments received by the JV/Consortium from the Employer shall be through that account alone.
16. It is hereby expressly agreed between the Parties to this JV/Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of Maha-Metro.
17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by JV/Consortium members collectively.
18. It is agreed by all members of JV/Consortium that the POA (Power Of Attorney) of "Lead Member" shall sign & submit the bid, correspond / negotiate with Employer and act as authorised representative of JV/Consortium to discharged all duties / responsibilities detailed above for the "Lead Member".

This JV/Consortium Agreement

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

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

Common Seal of For and on behalf of

JV/Consortium Member (Party 1)- Lead Member

M/s.....

has been affixed in my/our presence pursuant to the Board of Director's resolution Dt. _____
(copy enclosed)

.....

(Signature of authorized representative)

Name:

Designation:.....

Place:

Date:

JV/Consortium Member (Party 2) - 2nd Member

M/s.....

has been affixed in my/our presence pursuant to the Board of Director’s resolution Dt. _____
(copy enclosed)

.....

(Signature of authorized representative)

Name:

Designation

Place:

Date:

JV/Consortium Member (Party 3) – 3rd Member

M/s.....

has been affixed in my/our presence pursuant to the Board of Director’s resolution Dt. _____
(copy enclosed)

.....

(Signature of authorized representative)

Name:

Designation:.....

Place:

Date:

Witnesses:

1.

(Signature)

Name

Address.....

Contact No.....

2.

(Signature)

Name

Address.....

Contact No.....

3.

(Signature)

Name

Address.....

Contact No.....

Form B-5B

(b) Form of Board Resolution & Power of Attorney for JV/Consortium

(To be forwarded on the letterhead of the Bidder or Lead Member of JV/ Consortium, as the case may be)

(A) Format for the Board resolution to be passed by “Lead Member” of JV/Consortium (applicable in case the Bidder is a JV/Consortium)

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

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited i.e Maha-Metro for [Name of the work]..... for Maharashtra Metro Rail Corporation Limited in Consortium with _____ (insert the name and address of the other Consortium members).

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the Lead Member of the aforesaid JV/Consortium and also as true and lawful attorney to do in the name and on behalf of the JV/Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of JV's/Consortium's Bid in response to the Bidding Documents / Tender No..... dated _____ issued by Maharashtra Metro Rail Corporation Limited for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which Maharashtra Metro Rail Corporation Limited may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to Maharashtra Metro Rail Corporation Limited and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the Consortium in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited and/or any other authority in all matters in connection with Consortium's Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all

the steps required to be taken by the Company for submission of the JV/Consortium's Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to Maharashtra Metro Rail Corporation Limited as part of the Bid or such other documents as may be necessary in this regard and to do in the name and on behalf the JV/Consortium all or any of the acts, deeds or things necessary or incidental to submission of said Bid including signing and executing the Contract Documents, making representations to Maharashtra Metro Rail Corporation Limited or any other authority, and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the JV/Consortium in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

Signature and stamp of Chairman / Managing Director/Directors of Bidding entity

Notes:

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

(B) Format for the Board resolution to be passed by other Member other than the Lead Member of JV/Consortium (applicable in case the Bidder is a JV/Consortium)

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

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents / Tender No.....dated _____ issued by Maharashtra Metro Rail Corporation Limited i.e. Maha-Mero for [name of the work]..... for Maharashtra Metro Rail Corporation Limited in JV/Consortium with _____ (insert the name and address of the other JV/Consortium members).

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize M/s _____ (name and registered office address of the Lead Member), which is one of the Members of the JV/Consortium, to act as the Lead Member of the aforesaid JV/Consortium and also as true and lawful attorney, to do in the name and on behalf of the JV/Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of JV's/Consortium's Bid in response to the Bidding Documents /Tender No..... dated _____ issued by Maharashtra Metro Rail Corporation Limited for [name of the work]including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which Maharashtra Metro Rail Corporation Limited may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to Maharashtra Metro Rail Corporation Limited and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the JV/Consortium in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of Mr./Ms....., (insert the name and designation of the concerned official of the Company) to be executed by Mr. _____ or Mr.

_____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

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

Signature and stamp of Chairman / Managing Director/Directors of Bidding Entity

Notes:

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

(C) Format for PoA for Lead Member of JV/Consortium

POWER OF ATTORNEY

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

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

Know all men by these presents, We(name and address of the registered office "Lead Member" of the Bidding JV/Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) S/o..... who is presently employed with us and holding the position of (Designation)..... as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for [name of the work]..... for Maharashtra Metro Rail Corporation Limited in response to the Bidding Document of Tender No.....dated _____ issued by Maharashtra Metro Rail Corporation Limited i.e Maha-Metro (the Employer) including signing of JV/Consortium Agreement and signing and submission of the Bid and all other documents related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit the bid and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

(Add in the case of a JV/Consortium)

Our firm is a Member /Lead member of the JV/Consortium of _____, _____ and _____

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

Signed by the within named[Insert the name of the executant company]

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney

Signature of Executant of POA

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 authorised by board)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

(D) Format for PoA for Other Member Of JV/Consortium

POWER OF ATTORNEY

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

Power of Attorney to be provided by each Member other than the Lead Member in favor of its representative as evidence of authorized signatory's authority to sign JV/Consortium Agreement. (Applicable to JV/Consortium only)

Know all men by these presents, We(name and address of the registered office of the Member of the JV/Consortium, (name of JV/Consortium) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) S/o..... who is presently employed with us and holding the position of (Designation)....., as our Attorney to sign bid document, execute the JV/Consortium Agreement and any other requisite document in our name and our behalf for [name of the work].....for Maharashtra Metro Rail Corporation Limited i.e. Maha-Metro (Employer) in response to the Bidding /Tender No dated _____ issued by Maharashtra Metro Rail Corporation Limited and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

(Add in the case of a Consortium)

Our firm / company is a Member of the JV/Consortium of _____, _____ and _____ for the above mentioned work

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.

Signature of executant duly authorized by the Board to issue such Power of Attorney (As per board resolution)

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

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 banned or 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:
 - a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) **or**
 - b. 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.

by any central/state government department, any statutory body or public sector undertaking / enterprise of Govt. of India & State Government.

Simultaneously the bidder has not been listed in exclusion list of **Word 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 ordering 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..... has been affixed

.....

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 have 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 ordering 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 B-9**Form of Bid Security (EMD)****(Demand Guarantee)****Beneficiary:** _____**Invitation for Bids No:** _____**Date:** _____**Bid Guarantee no.:** _____**Guarantor:** _____

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

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

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

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

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

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

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

[signature(s)]

Form-B10**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 **3 years [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]

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 Consultant]*

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 @ 3% 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 7 – Bidding & Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Form-C-2**Contract Agreement**

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

WHEREAS the Employer desires that the Works known as _____ should be executed by the Consultant, and has accepted a Bid by the Consultant 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 Consultant 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 and Special Conditions 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 Consultant as specified in this Agreement, the Consultant 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 Consultant 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 Consultant)

Form-C-3**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.

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 twenty-eight days after the expected completion date as described in GC Clause 11.9. 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 – 8**LIST OF DOCUMENT TO BE ENCLOSED**

The tendering firm/company is required to enclose attested and legible scanned copies of the following documents (in the same sequence) in the Technical Bid section, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

S.No.	Description	
1.	Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be)	
2.	PAN/GIR No.	
3.	GST Registration No. <i>(If applicable)</i>	
4.	E.P.F. Registration Certificate <i>(If applicable)</i>	
5.	E.S.I. Registration Certificate <i>(If applicable)</i>	
6.	Experience certificates <i>(to be enclosed with form B-4)</i>	
7.	Audited Balance Sheet, Profit & Loss Statement along with relevant notes certified by Chartered Accountant for the last 5 years <i>(Complete Annual Reports need not to be attached unless specifically demanded in the bid document).</i>	
8.	Letter of Proposal/Bid	
9.	Bidder information	Form B-1
10.	Declaration	Form B-2
11.	Average annual turnover	Form B-3
12.	Summary of Experience,	Form B-4
13.	Copy of Power of Attorney signing the bid. <i>(Form B-5A is applicable if the bidder is a Proprietorship firm, Form B-5B is applicable if the bidder is JV/Consortium)</i>	Form B-5
14.	Declaration about corrupt & fraudulent practices	Form B-6
15.	Affidavit as per	Form B-7
16.	Affidavit as per	Form B-8
17.	Bid Security / EMD	Form B9
18.	Bid Securing Declaration	Form B10
19.	Affidavit in case of audited Balance Sheets of Financial Year 2021-22 are not Available. In that case, Bidder shall submit Provisional Balance Sheets duly certified by Statutory Auditor/ Chartered Accountant with UDIN	

Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project, Phase-2)

BID DOCUMENTS

FOR

Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2

TENDER NO. N2-002-S&E-02/2022

Section 9
Financial Bid



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

Section – 9:Financial Bid

9.1 Preamble:

1. The bidder should quote his rate only in the Financial Bid/ Price Bid Summary sheet provided in the Commercial/ Price Envelope section of the E-Tender Portal of Maha-Metro.
2. The bidder should ensure that the financial/ commercial quote should be only quoted in the Commercial bid option on e-tender portal of Maha-Metro & nowhere else. If by mistake/ inadvertently the rate is quoted/ indicated anywhere in the Technical submission/ uploading of the entire Bid document/ Corrigendum / Addendum, the bid will be rejected outright and will not be considered for any further evaluation.
3. The Bill of Quantities shall be read in conjunction with the Instructions To Bidders, Scope of Work, Conditions of Contract, Notice Inviting Tender, Technical & Particular Specifications, Schedule, Annexures and Addendums.
4. The person authorized to sign on behalf of the Bidder shall sign in full with company seal and date at the bottom of all pages
5. General directions and description of works and materials are not necessarily repeated or summarized in the Bill of Quantities/ Financial Bid.
6. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in Scope of Work under this bid Document.
7. Bidder may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies / administration etc.

Financial Bid

Sr. No.	Description	Amount in INR including all taxes (except GST) (Figures)	Amount in INR including all taxes (except GST) (Words)
1	Consultancy Services for Carrying out Environmental Impact Assessment (EIA) and Preparation of Environmental Mitigation Plan (EMP) for both the corridors (North-South and East-West) of Nagpur Metro Rail Project Phase-2		
	Total		

Notes:

1. The Quoted Price is all inclusive of a total cost in accordance with terms and conditions of the bid, which is including all taxes (except GST), duties, levies, royalties, cess, etc. for the said Work and amendments/ revision thereof.
2. All taxes (except GST), 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.
3. 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).
4. The successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.
5. TDS towards Income Tax, GST etc. leviable under the applicable laws shall be deducted by Maha-Metro at the time of payment of any amount towards this work. Details of taxes deducted/ Tax deduction certificate at the source shall be issued to Consultant as per standard practices.