



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves,
Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV
Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and
Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

BID DOCUMENT
(Section- 1 to 9)

Maharashtra Metro Rail Corporation Limited

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

Website: www.metrorailnagpur.com

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NOTICE INVITING TENDER (NIT)



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.metro railnagpur.com>
E-mail: md.nmrcl.tenders@gmail.com , Telefax: 0712-2554217

Tender Notice No. N1-O&M-37/2025

Dated: 23.07.2025

Name of Work: "Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections."

KEYDETAILS: -

Estimated Cost	INR: 5,83,000/- (Excluding of applicable GST)
Contract Period	4 (Four) Months from the date as specified in LOA
Documents on sale	Documents can be downloaded from 16.00 hrs. of 23.07.2025 to 16.00 Hrs. of 20.08.2025 from Maharashtra government E-Tender Portal i.e. https://mahatenders.gov.in/nicgep/app .
Cost of documents	INR. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (Inclusive of applicable GST), non-refundable payable through e-payment by Net Banking, as per procedure given in tender document.
Submission of Pre-bid Queries	Bidder's Queries must be submitted through e-mail ID: md.nmrcl.tenders@gmail.com with subject "Prebid queries for N1-O&M-37/2025" OR in hard copy to ED (Procurement) office before 30.07.2025. The replies will be communicated through Corrigendum.
Bid Security (EMD)	The Bid Security / EMD amounting to INR: 5830/- (Rupees Five Thousand Eight Hundred Thirty Only) shall be in the form as mentioned in the Tender Document. As per GFR-2017, Rule No. 170, Bid Security /EMD is exempted for participating bidder registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME). If applicable, the bidder shall submit "Bid Securing Declaration" as provided in Bidding forms along with a Copy of the MSE Registration Certificate.
Date & Time of submission of Tender	Online submission shall start from 11.00 Hrs on 13.08.2025 and up till 16.00 Hrs. on Dt. 20.08.2025 on Maharashtra Government E-Tender Portal.
Date & Time of Opening of Technical bid	On Dt. 21.08.2025 after 16:30 Hrs in Procurement Department, 1st 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 Maharashtra Government eTender portal. <https://mahatenders.gov.in>.
2. To view this tender notice, interested Agencies may visit the Maha-Metro's website www.mahametro.org or CPPP 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.
4. Maha-Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.



23/07
Executive Director (Procurement),
Maharashtra Metro Rail Corporation Limited

NAGPUR METRO



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS

for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

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.metro railnagpur.com>

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Section 2. Instructions to Bidders (ITB)

A. General

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| 1. Scope of Bid | <p>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.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (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 | <p>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.</p> |
| 3. Corrupt and Fraudulent Practices | <p>3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section-6.</p> <p>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.</p> |
| 4. Eligible Bidders | <p>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</p> |

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.

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)'/ 'Bidder(s)' and 'Contractor' • 'Employer's Requirements' and 'Work Requirements'
ITB 1.1	<p><u>Name of Project :-</u> Nagpur Metro Rail Project Phase-1.</p> <p><u>Name of work: -</u></p> <p>"Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections."</p>
ITB 1.1	The Employer is <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u>
ITB 1.1	<p>National Competitive Bid (NCB)</p> <p>The Tender No for Bid is <u>N1-O&M-37/2025.</u></p>
ITB 1.1	<p>The detailed Scope of Work under this contract is described in detail in Section-5 (Scope of work) of the bid document and other documents. The Contractor has to execute the work accordingly with the approval of Employer.</p> <p>The Contractor shall also carry out effective interface and coordination with Detailed Design Consultants, Designated Working Contractors and other agencies appointed by the Employer from time to time, during the Contract Period. Apart from that co-ordinations may require with the local administration and various other authorities of Government of Maharashtra.</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 work: Funded through budget provision for O&M of Nagpur Metro Rail Project Phase-I.
ITB 4.1 (A joint venture / Consortium are not	<p>The bidder shall be a firm as a Single Entity.</p> <p>A joint venture / Consortium is not allowed to participate in this tender. Any references to joint venture / Consortium anywhere in this document shall be ignored/not applicable.</p>

allowed to participate in this tender.)	
ITB 4.2	<p>(In Continuation to the existing clause, further added as under)</p> <p>(i) No Bidder can be a subcontractor while submitting a Bid individually in his own name. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor.</p>
ITB 4.5	<p>This Bidding Process is in single stage two-packet system through e-tender portal of Maharashtra Govt. i.e. mahatenders.gov.in & open to all eligible bidders as per Evaluation Criteria under Section-4 of this Bid Document.</p>
ITB 4.7 (Additional Para)	<p>The bidders must not have been blacklisted / debarred, which is in force on the last date of Submission of the Bid,</p> <p>A. for the reasons like poor/non-maintenance of civil structures, 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:</p> <p>a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or</p> <p>b. any department of Government of Maharashtra</p> <p style="text-align: center;">or</p> <p>B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.</p>
B. Bidding Documents	
ITB 6.1	<p>Replaced provisions of ITB 6.1 with the following:</p> <p>The Bidding Documents consist of Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>Section-1 - Notice Inviting Tender (NIT)</p> <p>Section-2 - Instruction to Bidder (ITB)</p> <p style="padding-left: 40px;">Annexure-2A - Bid Data Sheet (BDS)</p> <p style="padding-left: 40px;">Annexure-2B - Toolkit for using E-Tender Portal</p> <p>Section-3 - Eligibility Criteria</p> <p>Section-4 - Evaluation Criteria</p> <p>Section-5 - Scope of Work</p> <p>Section-6 - Conditions of Contract</p> <p style="padding-left: 40px;">Annexure-6A - Corrupt & fraudulent Practice Policy</p> <p>Section-7 - Bidding & Contract Forms</p>

	<p>Section-8- List of Document to be enclosed</p> <p>Section-9 - Financial Bid & BOQ</p>
ITB 6.7 (Additional Para)	<p>Supporting Documents / Information.</p> <p>(a) The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties 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>
ITB 6.7.1 (Additional Para)	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 6.7.3 below.
ITB 6.7.2 (Additional Para)	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.
ITB 6.7.3 (Additional Para)	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 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.
ITB 7.1	<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 Electronic mail address: md.nmrcl.tenders@gmail.com</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 https://mahatenders.gov.in/nicgep/app 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 Maharashtra Govt.</p>

	<p>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 Maharashtra Govt. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>
ITB 7.2	<p>Following is added to existing ITB 7.2</p> <p>Any site information given in this bidding document is for guidance only. It shall be deemed that the Bidder has undertaken a visit to the Site of the Works and is aware of and has ascertained itself, the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by it prior to the submission of the Bid.</p>
ITB 7.4	<p>Last Date & Time for submission of Prebid Queries: As per NIT.</p> <p><u>Place:-</u></p> <p>MAHARASHTRA METRO RAIL CORPORATION LIMITED</p> <p>Metro Bhawan, East High Court Road (VIP Road),</p> <p>Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</p>
ITB 7.5	<p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrcl.tenders@gmail.com keeping the subject as “Prebid Queries for Tender No. N1-O&M-37/2025” only.</p>
ITB 7.6	<p>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 Maharashtra Govt. i.e. https://mahatenders.gov.in in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.</p>
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-tender portal of Maharashtra Govt. i.e. https://mahatenders.gov.in within the date given in NIT, which shall be available for all the prospective Bidders. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the Contract.</p>

C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to English and will have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy, if it carries a conforming Apostille Certificate.</p> <p>The bidder should provide the relevant contact number & E-Mail ID along with the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB. 11.1 (c)	Only Bid Security / EMD shall be acceptable as detailed in NIT & ITB 19.1
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j) (Additional Clause)	<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 https://mahatenders.gov.in in accordance with provisions in ITB 22.1.</p> <ol style="list-style-type: none"> The Bidder shall follow the procedure and steps of E-Tender portal given in E-Tender Toolkit provided as Annexure-2-B. Cost of the bid: Paid online through E-Tender portal. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. Financial Package: Financial bid form to be duly filled up directly in the Financial Envelope only on e-tender portal and not anywhere else. Bidder should ensure that the no part of the Financial Bid should be uploaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly. 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) (Additional Clause)	The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course and before submission of Bid along with all necessary essential enclosures as specified in the bid document. In case of failure by the bidder in uploading (submission) the same, the bid shall be treated as non-responsive and not evaluated further.
ITB 11.3	As per "Letter of bid" in Section 7: Bidding Form . - Payment of Commission & Gratuities not permitted.
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2, ITB 13.3, or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.1	<p>The Price is to be quoted Online on E-tender portal of Maharashtra Govt. & Letter of discount, if any, shall be uploaded in Financial Bid Section of E-Tender Portal only.</p> <p>No discounts offer is allowed to be quoted by the bidder in the Letter of Bid and No discount letter to be uploaded in Technical Bid Section of E-Tender Portal.</p> <p>Offering Discount in any form in Technical Section of E-Tender Portal or in Letter of Bid, shall lead to disqualification of Bidder and Financial Bid of such bidder shall not be taken in consideration for evaluation.</p>
ITB 14.2	The bidder shall quote the price online in the Financial Bid Section of the E-Tender portal of Maharashtra Govt. i.e. https://mahatenders.gov.in , 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 Maharashtra Govt. i.e. https://mahatenders.gov.in , shall be the total price of the bid.
ITB 14.4	<p>Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted.</p> <p>Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only.</p>
ITB 14.5	For price adjustment / variation, is not applicable to this tender.
ITB 14.6	Not Applicable
ITB 14.7	i. Price quoted by the bidder includes all applicable Taxes (except GST), Duties, Levies payables, Royalties etc. complete,

	<p>ii. 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.</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)	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section 7: Bidding & Contract Forms .
ITB 14.10 (Additional Para)	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.
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 17.4 (Additional Para)	Bidders 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. The bidders shall submit copy of GST registration Certificate along with the bid.
ITB 17.5 (Additional Para)	Bidder is required to confirm and declare with its Bid that no agent, middle-man 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 & Contract Forms shall be submitted with the Technical Package.
ITB 17.6 (Additional Para)	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.
ITB 18.1	The bid validity period shall be 60 (Sixty) days .
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	(a) A Bid Security is required as specified in NIT. (b) Bid security shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card
ITB 19.2	As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSE (Micro or Small). If applicable, the bidder shall submit “ Bid Securing Declaration ” as per Form-B-10, Section-7: Bidding Form .
ITB 19.3	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and ITB 19.1 above.
ITB 19.4	EMD /Bid Security shall be as per ITB 19.1 & NIT

ITB 19.5	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
ITB 19.8	The bid security or a Bid Securing Declaration (if applicable, Ref.19.2), as specified in Section-II BDS, Cl 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 Maharashtra Govt. i.e. https://mahatenders.gov.in , only.
ITB 20.2	Replacement for ITB as under: The Bid shall be submitted by bidder, online through e-tender portal of Maharashtra Govt. i.e. https://mahatenders.gov.in . Details has been described at ITB clause no. 21 & Annexure-2-B The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <ul style="list-style-type: none"> i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-7: Bidding Forms ii. A notarized Power of Attorney authorizing a signatory, supported by board resolution in case of sole bidder (i.e. Limited Company, Private Limited Company, LLP company) iii. The power of attorney (ies) shall be substantially in the format provided under Section 7: Bidding Forms of these Bidding Documents. iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.

ITB 21.1, 21.2 & 21.3	The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of Maharashtra Govt. i.e. https://mahatenders.gov.in) (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:- <ul style="list-style-type: none"> i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required. ii. Copy of Power of Attorney signing the bid of bidder iii. Scanned copy of Bid Security: Cash, (if any) (refer E-tender Notice). iv. All relevant formats given in Section 7: Bidding form. Physically Signed by authorized signatory / POA of bidders
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	<p>v. Certificate of registration and other statutory documents of formation of bidder's company issued by appropriate authority.</p> <p>vi. Copy of PAN card of bidder</p> <p>vii. Copy of all financial documents as directed in Section-4.</p> <p>viii. Relevant work experience certificate (in line of Section 4: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section 4.</p> <p>ix. All Format of Section-IV 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 and scanned copies of such enclosures/documents should be uploaded on e-tender portal of Maharashtra Govt. i.e. https://mahatenders.gov.in, along with bid documents.</p> <p>x. 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 Maharashtra Govt. i.e. https://mahatenders.gov.in, only.</p>
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 Maharashtra Govt. 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 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 all other Taxes (except GST), Duties, Levies, Royalties (if not provided specifically) also. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid & Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.</p>
ITB 22.2	<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-II-C 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>
ITB 24.1, 24.2 & 24.3	<p>i. As the bid process is through E-Tender Portal of Maharashtra Govt. 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>
ITB 25.1	<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>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</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. Receipt of Payment of Tender Fees and 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 paid tender fees and 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 of Maharashtra Govt., 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 Maharashtra Govt., 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	<p>Cases of “Withdrawal of Bid” and “Modification of Bid” has been described and clarified in clause ITB 24 above.</p>

ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender Portal of Maharashtra Govt. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of MAHA-Metro. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders' representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender Portal of Maharashtra Govt.</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 representatives 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 the following:</u></p> <ul style="list-style-type: none"> a) Bidder has paid tender fees as mentioned in NIT and submitted the Bid Security in the form acceptable to the Employer. b) All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium c) 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 Maharashtra Govt. through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium d) Bidder meets the Qualification & Evaluation Criteria. If Bidder fails to qualify in any of the minimum eligibility criteria including criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected. e) Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Forms of Section-3) <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
ITB 32.1	Bids will be compared in Indian National Rupees (INR) only.
ITB 33.1	<ul style="list-style-type: none"> (i) To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 and its amendments issued upto last date of online tender submission. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:- <ul style="list-style-type: none"> a) '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. b) '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. It has been fixed as 20 (twenty) percent. c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works. d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the

	<p>Government of India and includes Government companies as defined in the Companies Act.</p> <p>e) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.</p> <p>(ii) Minimum local content for 'Class-I local supplier' and 'Class-II local supplier':</p> <p>a) Minimum local content for 'Class-I local supplier' : 90%</p> <p>b) Minimum local content for 'Class-II local supplier' : 20%</p> <p>(iii) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified in the issued order of Public Procurement (Preference to Make in India), Order 2017.</p>
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>
ITB 35.2	<p>Replace existing ITB 35.2 as below:</p> <p>For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above only.</p> <p>Price variation clause will not be considered for financial evaluation.</p>
ITB 35.6 (Additional Para)	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.

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 40.4 (Additional Para)	The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
ITB 42.1	The Performance Guarantee required shall be for an amount as specified in Clause 6.1.17 of the Conditions of Contract, Section 6 , 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.
ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additional Para)	<p>Guarantees and Warranties</p> <p>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</p> <p>The Bidders' attention is drawn to the provisions contained in General Conditions of Contract and Particular Conditions of Contract.</p>

Annexure- 2B
E- TENDERING PROCEDURE
Tool Kit for using E-Tender Portal of Maharashtra Government

- i. The agencies interested to participate in this bid may purchase document online and follow the procedure detailed in Maharashtra Government e-Tendering Portal.
- ii. The detailed procedure can be accessed from the below highlighted tab or follow the link i.e. <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> to access the information for detailed procedure.

The screenshot displays the Maharashtra eProcurement System portal. The header includes the Maharashtra Government logo and the text 'Tenders Maharashtra - The Maharashtra Govt Tenders Information System'. The date '11-Oct-2023' is shown. The sidebar on the left contains links such as 'MIS Reports', 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', 'Tenders Status', 'Cancelled/Retendered', 'Downloads', 'Debarment List', 'Announcements', 'Recognitions', and 'Site compatibility'. The main content area features a 'Welcome to eProcurement System' message, a 'Latest Tenders' table, and a 'Latest Corrigendums' table. The 'Bidders Manual Kit' link in the right sidebar is highlighted with a blue box.

Tender Title	Reference No	Closing Date	Bid Opening Date
6. CONSTRUCTION OF RCC GUTTER AND ROAD FROM PANDHARPUR BANK TO GUNGE HOME AT BHIMNAGAR WARD NO 9 BARSHI	202324_BNP_CED_Notice_14_7	19-Oct-2023 04:00 PM	20-Oct-2023 05:00 PM

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
1. Date Extension I	E Tender/ Media /2023-24	18-Oct-2023 03:00 PM	19-Oct-2023 03:05 PM



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

Section 3: Eligibility 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

- 1) The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
- 2) The tenders from Joint Venture / Consortium are not allowed.
- 3) The Bidder shall have a valid license from the competent authority under the provision of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) central Rules, 1971 as applicable for State of Maharashtra and enacted and amended time to time by Govt. Maharashtra.
- 4) The Bidders will be qualified only if they are registered with PF and ESI authorities. Bidders have to submit attested copy of the certificate of registration with PF and ESI authorities.
- 5) The Contractor 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. (Form-B8)
- 6) Participation by Subsidiary Company / Parent Company with credential of other Company
 - a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/ Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV/ Consortium.
 - b. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/ Consortium with its Subsidiary Company/ Companies as a member(s) in JV/ Consortium.

3.2 Qualification Criteria:

No.	Subject	Requirement	Single Entity	Documentation
1.0 Eligibility				
1.1	Nationality	Only Indian Bidders can participate in this Bid	Must meet requirement	Form B-1b
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Form B-1b
2.0 Historical Contract Non-Performance				
2.1	Blacklisting	The Tenderer must not have been blacklisted or debarred in accordance with clause 4.7 (BDS)	Must meet requirement	Form B-7

No.	Subject	Requirement	Single Entity	Documentation
3.0 Financial Situation and Performance				
3.1	Average Annual Turnover	<p>The bidders will be qualified only if their average annual turnover over for last five (05) audited financial years is not less than Rs. 5,83,000/- (Summary of annual turnover of each year Certified by Statutory Auditor with UDIN, to be enclosed)</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. Last five years shall be (FY 19-20, 20-21, 21-22, 22-23 & 23-24) 2. In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2022 shall be treated equivalent to the data of FY 2022-23 and so on. 3. Statutory Auditor's certified summary sheet of audited balance sheet need to be enclosed with bid. The certificate must be with UDIN. 4. Copy of audited balance sheets also need to be submitted along with the bid. 	Must meet requirement	Form B-3
3.2	Financial Capability (Cash Flow)	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Rs. 2,91,500/- for the subject contract.	Must meet requirement	Form – B-13
3.3	Bid Capacity	<p>Evaluation of Bid Capacity: -</p> <p>The Bidders will be qualified only if their available bid capacity is more than 5,83,000/- . Available bid capacity will be calculated based on the following formula:</p> <p>Available Bid Capacity= 2xAxN – B</p> <p>Where,</p> <p>A = Maximum of the value of works executed in any one year during the last 05 (five) financial years reckoned up to 31st March 2024</p> <p>(Updated to price level of 31st March 2024 assuming 5% (for INR portion) and 2% (for</p>		

No.	Subject	Requirement	Single Entity	Documentation
		<p>foreign currency portion) inflation per year compounded annually)</p> <p>N = Number of years prescribed for completion of the present work</p> <p>B = Value of existing commitments as on first day of the month of this Bid submission i.e. for on-going works during completion period of proposed work.</p> <p>Proportionate value will be taken if it falls during the financial year.</p> <p>Note:</p> <p>1. Certificate issued from statutory auditor certifying A and B value must be enclosed with the Technical bid. The certificate must be with UDIN</p>		
3.4	Net Worth	<p>Net worth of Bidder ending 31st March 2023 should be minimum Rs. 1,94,333/-.</p> <p>Note: Statutory Auditor's certificate is required to be enclosed with bid. The certificate must be with UDIN.</p>		Form B-14
3.5	Net Profit	<p>Summery sheet of audited balance sheets for the last 5 (five) years (FY 19-20, 20-21, 21-22, 22-23 & 23-24) shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.</p> <p>The Bidder Must have made Net Profit before tax during any two of the last 5 financial years i.e. (FY 19-20, 20-21, 21-22, 22-23 & 23-24).</p> <p>Note:</p> <p>1. Statutory Auditor's certified summary sheet of each year need to be enclosed with bid. The certificates must be with UDIN.</p> <p>2. Copy of audited balance sheets also need to be submitted along with the bid.</p>		
4.0 Experience				
4.1	General Experience	Experience of execution of Electrical works in a role of prime contractor or joint venture member.	Must meet requirement	Form B-1b and relevant Performance certificates issued by the Employer

No.	Subject	Requirement	Single Entity	Documentation
4.2	Specific Experience	<p>A) A minimum of *Similar Work specified below that have been satisfactorily completed as a prime contractor or joint venture member during last 7 (Seven) years, ending on the last day of the month, previous to which the latest bid due date falls.</p> <p>i. One *Similar Work costing not less than the amount equal to Rs. Rs. 4,66,400/-. Or</p> <p>ii. Two *Similar Works each costing not less than the amount equal to Rs. Rs. 2,91,500/-. Or</p> <p>iii. Three *Similar Works each costing not less than the amount equal to Rs. Rs. 2,33,200/-.</p> <p>Note:-</p> <p>B) *Similar Works: Experience of 25KV or more than 25KV Electrical work done related Metro Rail/Railway/State-electric dept./ state Govt undertaking Electrical company/ Central undertaking electrical company during last 7 (Seven) years, ending on the last day of the month, previous to which the latest bid due date falls.</p> <p>1. The completion certificate from concerned department should be submitted. Client certificate should clearly mention extent of work completed.</p> <p>2. In case, *Similar Works is executed for a private client, copy of the work order(s), bill of quantities, details of payments received, T.D.S. certificates for all payments received (to be certified by Statutory Auditor/ practicing Chartered Accountant) and copy of the final/last bill paid shall be submitted by the bidder.</p>	Must meet requirement	Form B-4A

Special Notes

1. Similar Works may be either fully completed or ongoing works satisfying 4.2 A(i) or (ii) or (iii) above.

2. The Bidder shall submit details of "Similar Work" in the Form given in Bidding Forms (Form-B-4A and Form-B-4B) Section along with documentary proof such as client's certificates as mentioned in "Qualification clause 4.2" above.
3. Bidders to note that Similar Works which are summarised in Form-B-4B shall only be considered for evaluation.
4. Experience Certificate should 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.
5. 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.
6. Maha-Metro on its own discretion may verify the authenticity of the documents as well as experience certificate submitted by bidders. 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.
7. Full (100%) experience for previous works of the JV shall be considered, if the claiming member of the JV has at least 60% share in previous consortium/ JV for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to the percentage share of participation in the previous JV shall be considered.
8. If any member has less than 20% share in previous JV/consortium, his experience shall be considered as non-substantial member and shall not be considered for evaluation.

महा मेट्रो



NAGPUR METRO

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

**BID DOCUMENTS
for**

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025
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-4**Evaluation criteria**

An evaluation committee will be constituted by Maha-Metro to evaluate the technical proposals. The evaluation will be based on their responsiveness to the tender conditions, and will be done by applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to all aspects of the Technical Qualification & Evaluation criteria.

Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.

Financial Proposals shall be taken up only with those firm/company who meet the technical criteria.

Financial evaluation of proposals:

In this stage the financial evaluation will be carried out.

The authority will determine whether in the financial proposals are complete, unqualified and unconditional.

The cost indicated in the financial proposals (Section 9: Financial Bid) shall be deemed as final and reflecting the total cost of services.

The Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid price and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv OHE Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

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>

5. Scope of Work

5.1 General:

Maha-Metro has its head quarter located at Metro Bhawan, near Diksha Bhoomi, East High Court Road (VIP Road), Nagpur-440010. Maha-Metro desires to undertake "Rectification of cable dressing using steel strips and sleeves, tightening of nuts and bolts, and associated works for CBTC/CCTV access points installed on various 25kV OHE poles along Reach-1 and Reach-3 sections, to meet this requirement, an Agency/ Firm/ Company for providing the above stated services required to be associated under contract agreement. This service contract shall be for a period of Four months effective from the date specified in the LOA.

The entire stretch is divided into two alignments or corridors as follows:

- a. Line-1, Orange Line (North-South Corridor): Comprises of Priority Section, Reach-1 & Reach-2 having Total viaduct route Length of 19.66 km.
- b. Line-2, Aqua Line (East-West Corridor): Comprises of Reach-3 & Reach-4 having total viaduct route length of 18.58 km.

The scope of work in general includes scope of work specified in the schedule of rates & quantities of the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per instructions of engineer-in-charge. The scope of work shall be read in conjunction with item description of schedule of quantities and Rates.

5.2 Work Content:

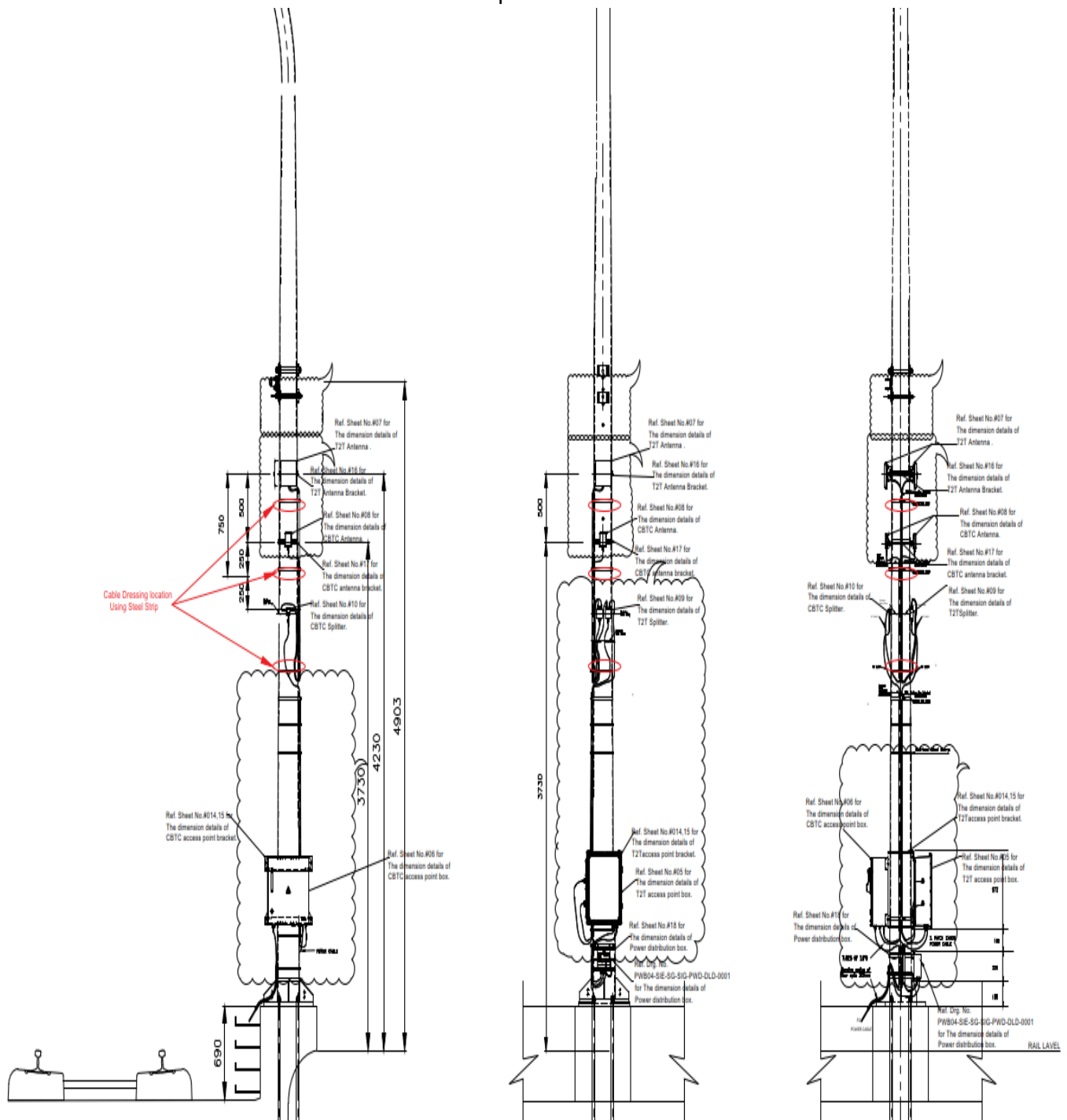
The contractor is required to undertake Rectification of cable dressing using steel strips and sleeves, tightening of nuts and bolts, and associated works for CBTC/CCTV access points (List of Access points : Annexure C) installed on various 25kV OHE poles along Reach-1 and Reach-3 sections.

Rectification of Access Point will include but will not be limited to following:

- A. Dressing of access point cables at locations (refer annexure A) on OHE pole and cable dressing on viaduct of respective Access Points cables
- B. Use of stainless-steel strip with sleeves for cable dressing of access point on OHE pole. The installation methodology is provided in Annexure B.
- C. Reinstallation of earthing cable at access points where they are missing.
- D. Application of paint mark at all check nuts of antenna installed on OHE pole.
- E. The Contractor shall arrange and ensure availability of all required material for dressing, paint marking, earthing of access point (except earthing cable).
- F. All tools, plants, machinery, equipment and consumables required for the execution of the above work shall be arranged by the contractor at their own cost.
- G. Any additional works related to Access Point dressing as and when directed by the authorized person from Maha-Metro,
- H. The above-mentioned work needs to be executed partly wherever required during night shifts by coordinating with the Operation Department after issuing the necessary permit to work. The permit to work will be issued by the engineer in charge of the contractor to carry out necessary works during non-operational hours.
- I. Safety Measures:

- i. The contractor shall strictly adhere to all safety guidelines issued by Maha-Metro.
 - ii. Earthing rods shall be placed between sections wherever applicable to ensure safety compliance.
 - iii. PPE and safety harness for laborers and supervisors shall be arranged by the contractor
- J. Miscellaneous:
- i. The contractor is responsible for arranging all materials, labour, tools, and equipment necessary to complete the scope of work.
 - ii. All debris and waste generated from the works must be properly disposed of in accordance with environmental regulations.

Annexure A: Location of Stainless-Steel Strip Installation on Access Points.



Annexure B: Methodology for Installation of Stainless-Steel Strip and Buckle for Access Point Dressing

1. Materials Required:

- Stainless Steel Strip:
 - Width: 19.0 mm ($\frac{3}{4}$ ")
 - Thickness: 0.75 mm
- Buckle:
 - Compatible with 19.0 mm steel strip
- Heat Shrink Sleeve
- Tools:
 - Strip Tightening Tool
 - Cutter lever (integrated in tool)
 - Hammer (for final buckle setting)

2. Installation Methodology:

Step 1: Cut required strip length based on site requirement.

Step 2: Insert strip through buckle with ears pointing away from cut end.

Step 3: Wrap the strip (single/double wrap) around cable bundle or pole.

Step 4: Insert strip into tightening tool and apply tension until maximum tightness is achieved.

Step 5: Reverse tool handle slightly to release tension, then cut strip flush using cutter lever.

Step 6: Flatten stub over buckle with hammer, then hammer both ears to complete secure locking.

3. Safety and Quality Notes:

- Always wear gloves and eye protection during installation.
- Ensure no sharp strip edges are left exposed.
- Perform a final pull test to verify tightness.
- Use only branded materials and tools.

1. Reference images:

Tightening tool (1x)



Buckles:



Annexure C: List of Reach 1 and Reach 3 Access Points for rectification:

Sr No.	Line	Reach	Section/Station	Gear ID
1	Line 1	Reach 1	Airport	AP2608
2	Line 1	Reach 1	Airport	AP2501
3	Line 1	Reach 1	Airport	AP2502
4	Line 1	Reach 1	Airport	AP2503
5	Line 1	Reach 1	Airport	AP2504
6	Line 1	Reach 1	Airport	AP2505
7	Line 1	Reach 1	Ujjwal Nagar	AP2401
8	Line 1	Reach 1	Ujjwal Nagar	AP2402
9	Line 1	Reach 1	Ujjwal Nagar	AP2403
10	Line 1	Reach 1	Ujjwal Nagar	AP2404
11	Line 1	Reach 1	Ujjwal Nagar	AP2405
12	Line 1	Reach 1	Ujjwal Nagar	AP2406
13	Line 1	Reach 1	Jai Prakash Nagar	AP2301
14	Line 1	Reach 1	Jai Prakash Nagar	AP2302
15	Line 1	Reach 1	Jai Prakash Nagar	AP2303
16	Line 1	Reach 1	Jai Prakash Nagar	AP2304
17	Line 1	Reach 1	Jai Prakash Nagar	AP2305
18	Line 1	Reach 1	Chhatrapati Square	AP2201
19	Line 1	Reach 1	Chhatrapati Square	AP2202
20	Line 1	Reach 1	Chhatrapati Square	AP2203
21	Line 1	Reach 1	Chhatrapati Square	AP2204
22	Line 1	Reach 1	Chhatrapati Square	AP2205
23	Line 1	Reach 1	Ajni Square	AP2101
24	Line 1	Reach 1	Ajni Square	AP2102
25	Line 1	Reach 1	Ajni Square	AP2103
26	Line 1	Reach 1	Ajni Square	AP2104
27	Line 1	Reach 1	Ajni Square	AP2105
28	Line 1	Reach 1	Ajni Square	AP2106
29	Line 1	Reach 1	Ajni Square	AP2107
30	Line 1	Reach 1	Rahate Colony	AP2001
31	Line 1	Reach 1	Rahate Colony	AP2002
32	Line 1	Reach 1	Rahate Colony	AP2003
33	Line 1	Reach 1	Rahate Colony	AP2004
34	Line 1	Reach 1	Rahate Colony	AP2005
35	Line 1	Reach 1	Rahate Colony	AP2006
36	Line 1	Reach 1	Congress Nagar	AP1901
37	Line 1	Reach 1	Congress Nagar	AP1902
38	Line 1	Reach 1	Congress Nagar	AP1903
39	Line 1	Reach 1	Congress Nagar	AP1904
40	Line 1	Reach 1	Congress Nagar	AP1905
41	Line 1	Reach 1	Congress Nagar	AP1906
42	Line 1	Reach 1	Congress Nagar	AP1907
43	Line 1	Reach 1	Congress Nagar	AP1908
44	Line 1	Reach 1	Congress Nagar	AP1909
45	Line 1	Reach 1	Congress Nagar	AP1910
46	Line 1	Reach 1	Sitabuldi	AP1801
47	Line 1	Reach 1	Sitabuldi	AP1802
48	Line 1	Reach 1	Sitabuldi	AP1803
49	Line 1	Reach 1	Sitabuldi	AP1804
50	Line 1	Reach 1	Sitabuldi	AP1805
51	Line 2	Reach 3	Lokmanya Nagar	AP8001
52	Line 2	Reach 3	Lokmanya Nagar	AP8002
53	Line 2	Reach 3	Lokmanya Nagar	AP8003
54	Line 2	Reach 3	Lokmanya Nagar	AP8004

Sr No.	Line	Reach	Section/Station	Gear ID
55	Line 2	Reach 3	Lokmanya Nagar	AP8005
56	Line 2	Reach 3	Lokmanya Nagar	AP8006
57	Line 2	Reach 3	Lokmanya Nagar	AP8007
58	Line 2	Reach 3	Lokmanya Nagar	AP8008
59	Line 2	Reach 3	Lokmanya Nagar	AP8009
60	Line 2	Reach 3	Bansi Nagar	AP7901
61	Line 2	Reach 3	Bansi Nagar	AP7902
62	Line 2	Reach 3	Bansi Nagar	AP7903
63	Line 2	Reach 3	Bansi Nagar	AP7904
64	Line 2	Reach 3	Bansi Nagar	AP7905
65	Line 2	Reach 3	Bansi Nagar	AP7906
66	Line 2	Reach 3	Vasudev Nagar	AP7801
67	Line 2	Reach 3	Vasudev Nagar	AP7802
68	Line 2	Reach 3	Vasudev Nagar	AP7803
69	Line 2	Reach 3	Vasudev Nagar	AP7804
70	Line 2	Reach 3	Vasudev Nagar	AP7805
71	Line 2	Reach 3	Vasudev Nagar	AP7806
72	Line 2	Reach 3	Rachana Ring Road	AP7701
73	Line 2	Reach 3	Rachana Ring Road	AP7702
74	Line 2	Reach 3	Rachana Ring Road	AP7703
75	Line 2	Reach 3	Rachana Ring Road	AP7704
76	Line 2	Reach 3	Rachana Ring Road	AP7705
77	Line 2	Reach 3	Rachana Ring Road	AP7706
78	Line 2	Reach 3	Subhash Nagar	AP7601
79	Line 2	Reach 3	Subhash Nagar	AP7602
80	Line 2	Reach 3	Subhash Nagar	AP7603
81	Line 2	Reach 3	Subhash Nagar	AP7604
82	Line 2	Reach 3	Subhash Nagar	AP7605
83	Line 2	Reach 3	Subhash Nagar	AP7606
84	Line 2	Reach 3	Subhash Nagar	AP7607
85	Line 2	Reach 3	Dharmapeth College	AP7501
86	Line 2	Reach 3	Dharmapeth College	AP7502
87	Line 2	Reach 3	Dharmapeth College	AP7503
88	Line 2	Reach 3	Dharmapeth College	AP7504
89	Line 2	Reach 3	Dharmapeth College	AP7505
90	Line 2	Reach 3	Dharmapeth College	AP7506
91	Line 2	Reach 3	LAD Chowk Station	AP7401
92	Line 2	Reach 3	LAD Chowk Station	AP7402
93	Line 2	Reach 3	LAD Chowk Station	AP7403
94	Line 2	Reach 3	LAD Chowk Station	AP7404
95	Line 2	Reach 3	LAD Chowk Station	AP7405
96	Line 2	Reach 3	LAD Chowk Station	AP7406
97	Line 2	Reach 3	Shankar Nagar Station	AP7301
98	Line 2	Reach 3	Shankar Nagar Station	AP7302
99	Line 2	Reach 3	Shankar Nagar Station	AP7303
100	Line 2	Reach 3	Shankar Nagar Station	AP7304
101	Line 2	Reach 3	Shankar Nagar Station	AP7305
102	Line 2	Reach 3	Institute of Engineer	AP7201
103	Line 2	Reach 3	Institute of Engineer	AP7202
104	Line 2	Reach 3	Institute of Engineer	AP7203
105	Line 2	Reach 3	Institute of Engineer	AP7204
106	Line 2	Reach 3	Institute of Engineer	AP7205
107	Line 2	Reach 3	Jhansi Rani Station	AP7101
108	Line 2	Reach 3	Jhansi Rani Station	AP7102
109	Line 2	Reach 3	Jhansi Rani Station	AP7103
110	Line 2	Reach 3	Jhansi Rani Station	AP7104



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

Section-6: Conditions of the Contract

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspeth, Nagpur-440010,
Maharashtra, INDIA

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

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

The contract shall continue for a period of **Four Months from the date of issue of LOA.**

6.1.2. Payment Terms: -

- (a) The quantities given in Financial Bid are tentative and the actual payment shall be made as per quantity of work executed against each item.
- (b) Contractor has to submit Monthly bills/ Tax Invoices showing proper tax break up with each bill, in relation to work done / service provided to Maha Metro. The standard terms of payment are within 30 days from the date of submission of bills in triplicate. The payment shall be made through Cheque(s)/RTGS/NEFT/ECS. 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 contractor prior to release of payment submits valid and complete documents for tax exemption.
- (c) Before supply of any tools, spares and consumables, Contractor has to take written permission from Engineer In-charge of Maha-Metro. For payment against utilized consumables, spares and tools, contractor will submit the monthly report, which will be verified by MAHA-Metro staff after going through all individual issue notes and payment will be done accordingly. The specification of the materials and its rate is to be approved by the Engineer In-charge of Maha-Metro in prior to the procurement.
- (d) No advances shall be paid to the Contractor.
- (e) Payment will be made after completion of item provided in financial bid and executed / completed quantity certified by competent authority of MAHA-METRO.
- (f) All the claims shall be approved by the competent authority of MAHA-Metro. The payment will be done within 30 days of receipt of invoice of contractor's claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable.
- (g) 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 contractor shall also submit all the required reports and registers during the billing period. Contractor needs to inform MAHA Metro immediately in case of any employee leaving its job / absent/ missing / absconding.

6.1.3. Measurements and Monitoring

- (a) Engineer In-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

- (b) All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
- (c) All measurements and levels shall be taken jointly by the Engineer In-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer In-charge and the contractor or their representatives in token of their acceptance.
- (d) If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- (e) If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer In-charge or his representative, the Engineer In-charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer In-charge or his representative shall be deemed to be accepted by the Contractor.
- (f) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- (g) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- (h) The contractor shall give, not less than seven days' notice to the Engineer In-charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer In-charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer In-charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- (i) Engineer In-charge or his authorized representative may cause either themselves

or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

6.1.4. Payment of salary by Contractor

- (a) The Contractor shall ensure that the salary to the employees/subcontractor/labour so employed is made by 7th day of the succeeding month at least @ Minimum wages notified by the Chief Labour Commissioner (Maharashtra state) from time to time.
- (b) The contractor 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 of Maharashtra state, EPF etc. with regard to personnel engaged by him for works. It will be the responsibility of the contractor to provide details of personnel deployed by him, in MAHA-METRO.
- (c) As far as EPF is concerned, it shall be the duty of the Contractor to get PF code UAN number allotted for the staff deployed in MAHA Metro system and shall comply with all legal requirement in this regard.
- (d) At least one day rest in a week shall be essentially given to the Staff in terms of Contract Labour(R&A) Act.
- (e) For any dispute/claims between the personnel deployed by contractor and the Contractor, Maharashtra Metro Rail Corporation Limited shall not be held responsible. Contractor shall be solely responsible for any statutory violation or lapses.

6.1.5. 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 Contractor by MAHA-METRO. The same shall be made available to the contractor through Income Tax portal.

6.1.6. Registration under Provident Fund

The contractor shall register itself with Provident Funds Department, if not already registered and maintain the registration throughout the contract period. During the submission of every RA Bill, Contractor has to submit the proof of amount deposited against the staffs working in the project for the bill period, Payment will not be processed unless submission of the mentioned documents.

6.1.7. ESIC Registration

Same as above.

6.1.8. GST Registration

The bidder must have a valid GST registration under the relevant act. Bidder should maintain the registration throughout the contract period. Goods & Services Tax (as applicable) shall be mentioned in each bill of Contractor as per approved billing format.

6.1.9. The Contractor shall comply with all relevant statutory norms like Minimum wages, Employees' provident fund, Employees State Insurance & Service tax/GST etc.

6.1.10. Insurance

- (a) The contractor shall be responsible for taking Term Insurance and Personal Accident (PA) Insurance for Rs. 3 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) Successful Contractor shall arrange proper & adequate insurance cover to all personnel deployed with MAHA-METRO at his own cost & shall submit a copy of the same within 15 days from the issuance of LOA.
- (c) All medical expenses / compensation towards the sickness / disability of personal shall be arranged by Contractor at his own expenses. Personal Accident policy may include medical emergency i.e. death due to Heart Attack, Kidney failures, Brain stroke, death due to fever/disease etc.
- (d) Contractor All Risk (CAR) Policy for the amount equivalent to the awarded cost of this work shall be obtained by the Contractor at its own cost; this policy will also include (i) Third Party Liability Insurance upto Rs. 20 Lakhs limit of each occurrence (number of occurrences limited upto 05 per year.) and (ii) any damages occurred to the Maha Metro assets due to the negligence and workmanship of Contractor's employee upto maximum Rs. 1 Crore limit of each occurrence (number of occurrences unlimited).

6.1.11. Damages to Maha-Metro assets

In case of any damages to the MAHA-Metro assets during the execution of any work, suitable cost will be recovered on actual basis in the immediate Running account based on the assessment of MAHA-Metro Engineer In-charge.

6.1.12. Price & Quantity Variation

A. Detail Procedure for Variation in Quantities & Work:

1. Variation of Quantities (to be paid under Item rate basis) in Existing BOQ items under the Contract:

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items /group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or Group of Items, specified in the Bill of Quantities.

- i. At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items (Each schedule as a whole shall be treated as a Group Of Items) mentioned therein and not to individual items. In case of variation in

quantities on minus side, contract rates will be payable for executed quantities.

- ii. In case of foundation work, no variation limit applies and Contractor shall carryout the Work, at rates stipulated in the Contract irrespective of any variation.
- iii. In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place.
- iv. For items against which the quantity given in the Bills of Quantities is "if or as required", there shall be no increase/decrease of rates whatever be the quantity finally executed.
- v. Variation in the quantity of items individually costing up to 1% of the total contract value, shall be payable at the rates stated in the Contract notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item.
- vi. In case the variation in the group of items (except the case describe in 1.(v) above), is more than 25% on positive side, the rate for the varied quantity of individual items of that particular group varying beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity

2. Variation due to New Items /NS Items

In all cases where new items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, at least 14 days before the need for their execution arises.

- i. If Employer/ Engineer finds that any extra items / NS Item, which is not included in the BOQ Schedules of this contract and is required to be executed, it may be done at:
 - a. Latest Schedule of Rate of CPWD – DSR with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or
 - b. Latest Schedule of Rate of Maharashtra PWD / MJP with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or
 - c. Latest USSOR with applicable guidelines and circular/amendments/correction/latest revision/latest publication at the time of execution of the work to be considered is rates are not available in DSR/PWD/MJP.
 - d. rate for similar items available in Bill of Quantities of the accepted tenders duly updated to current price level at 5% Simple interest per year (in the above sequence).

- ii. No Price Variation shall be applicable on rates of Items derived under “a” or “b” or “c” above. Whereas, rates derived under “d” above shall be fixed for the period of 18 months from the issue of Variation Order and shall be reviewed for further period if required.
- iii. In case, the above is not possible, following steps are to be followed to arrive rates of such items
 - a. Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
 - b. Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
 - c. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
 - d. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
 - e. An amount of 20% of items (a), (b), (c) and (d) above is added as Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor.
 - f. If the said Extra Items /NS Item are executed / supplied by a sub-contractor / sub agency complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor
- 3. In the event of disagreement in respect of determination of rate, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities /new items/NS Items and the Engineer shall be free to get such additional quantities beyond 25% and new items / NS Items executed through any other agency appointed by Employer. However, if the Engineer or the Employer so directs, the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items / NS Items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the

conditions for the settlement of dispute.

4. The Contractor shall furnish sufficient information in terms of rates /prices of the works, equipment /components manufactured by the contractor or sourced from the Vendors/Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profits and inflation rate, so as to establish the reasonableness of the variation price. In assessing work covered by any sub-contract, the Engineer shall have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed and may direct the Contractor to provide a copy of the same, to assist in evaluating any Variations.
5. Any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Contractor and the Employer. This agreement shall determine the amount which should be added to or deducted from the relevant Cost Centre Amount and/or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation.
6. In the event of the Engineer In-charge and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost centre amount which shall be binding on the contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer In-charge and Contractor as to the terms and price of the variation have been reached or not but may submit his Claim if necessary.
7. If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.

6.1.13. 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 contractor refuse a suitable replacement within 3 days.

- (d) Contract may be provisionally terminated if the contractor 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 un-expired 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.
- (i) 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 Contractor 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 Contractor agrees to provide services on the same terms as it were being provided during the tenure of the Agreement.

6.1.14. Other Statutory Obligations

- (a) The Contractor 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 Contractor 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 Contractor.
- (b) The Contractor 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 contractor.
- (c) The antecedents of personnel deployed should have been verified by the contractor from local police authority and an undertaking with verification report shall be submitted to Maha Metro before their deployment in Maha-Metro system.

6.1.15. 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. Not with standing anything to the contrary contained herein, Maha Metro may reject at ender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 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.

6.1.16. LEGAL

- (a) The Contractor 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 Contractor shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- (b) The Contractor 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 Contractor shall maintain all statutory Registration under the applicable laws. The firm/company shall produce the same, on demand, to the concerned authority of **MAHARASHTRA 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 contractor 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. Contractor shall pay /deposit these statutory payments to concerning authority. Maha Metro shall not reimburse it separately
- (i) The staff & personnel of Contractor 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 contractor 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 contractor 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 contractor as per relevant & prevailing Minimum Wages Act of Chief Labour Commissioner (Maharashtra state).
- (l) At no time employee of contractor shall claim to be employee of Maha-Metro. Contractor shall indemnify Maha Metro against all claims of his employees.

6.1.17. Performance Security

- (a) The successful bidder will have to deposit a **Performance Security @ 10% (Ten Percent)** of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance **Security** will be furnished in the form of **Bank Guarantee 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 60 days beyond the date of completion of all the contractual obligations of the Contractor.
- (b) In case of breach of any terms and conditions stipulated in the contract, the Performance **Security** of the firm/company will be liable to be encashed and forfeited by Maha Metro besides annulment of the contract.

6.1.18. 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 further extended after completion of contract period, as per discretion of Maha Metro with following provision.

The contractor has to provide his services at the accepted contractual terms & conditions, however the financial terms & condition may be negotiated & agreed upon. The period of the contract may be further extended for 60 days on the basis of performance, after completion of contract period, as per discretion of **Maha-Metro**.

6.1.19. Defect Liability Period

Defect Liability period shall be of 6 months from the last date of completion of contract. It is the responsibility of the contractor to remove / repair any defect occurred in the executed work till the completion of defect liability period on his own cost.

No payment shall be made against the work executed during defect liability period.

6.1.20. Dispute Resolution/ 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 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 Contractor 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 Contractor 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:

- a. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- b. 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 Contractor. The Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor 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 Contractor or 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 Contractor. 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 Officer 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 consists of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

If the Contractor (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 Contractor. 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.

6.1.21. 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.

6.1.22. Proprietary Rights:

The contractor will be shared with manuals/Specifications, instructions / guidelines & procedures and any other documents of Maha-Metro for fulfilling its contractual obligations. These are proprietary of Maha-Metro and should not be shared with persons not related to Maha-Metro Contract.

6.1.23. Gender Neutrality:

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

6.1.24. Reporting of Accidents to Labour:

The Contractor shall be responsible for the safety of all employees directly employed by the Contractor on the works and shall report any accidents or unusual occurrence to Maha-Metro and shall make every arrangement to render all possible assistance.

6.1.25. Medical Certificate of Fitness for Employees:

- a. The contractor shall not employ a person below 18 years of age. For the purpose of execution of work/services under the contract, unless a medical certificate of

fitness from Govt. Hospital granted to each employee by a certifying surgeon certifying that he/she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by them in this behalf and the person carries with him/her, while at work, a token giving a reference to such certificate.

- b. Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid as per Maha-Metro guidelines. The certifying surgeon shall revoke certificate granted or renewed if in his/her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he/she shall, if so, required by the person concerned, state his/her reasons in writing for doing so.

- c. Cost of above fitness tests should be borne by the contractor.

6.1.26. In case the deployed Supervisor will take leave or out of his headquarters, contractor will deploy another employee/s having equivalent educational experienced as "Supervisor" for the work. At no time the Maintainer gang shall be permitted to work at site without contractor's supervisor as specified in BOQ schedule.

6.1.27. Electricity and water charges: NA

6.1.28. OEM Service Support

OEM's support will be required related to programming for proprietary items as applicable.

6.1.29. Important Conditions of Contract

1. The Project Manager / Team leader should be provided with mobile communication facility and should be available 24X7 on mobile phone to ensure his presence at the site immediately after reporting. Contractor shall ensure restoration /rectification/replacement, within **15** days.
2. The staffs shall be accessible / contactable at all times and message sent by telephone/ email/ Special messenger from Maha-Metro to the service provider shall be acknowledged and acted upon immediately on receipt on the same day.
3. The Contractor shall maintain a Maintenance Log Book at each designated location/Station, the format for which shall be approved by Engineer In-charge. In the corrective Log book, the details about date of activities performed shall be maintained.
4. If any of the tools/machineries/materials needs to be inspected by MAHA-Metro before placing the order, MAHA- Metro has rights to inspect all tools, machineries, and materials in factories itself. The cost associated with such work assessments shall be borne by the contractor.
5. All type of work related activities in mainline shall be carried out only during non-Revenue hours (approximately 23:00hrs to 04:15hrs at present) after ensuring Permit to Work (PTW) from operation departments.
6. .
7. In case of any emergency, contractor should be able to assemble all required man

power within stipulated time to carry out emergency related works.

8. At any time, MAHA-Metro has rights to reduce or increase the maintenance window in mainline depending upon at operational requirements. The contractor must make necessary resources to complete all kind of works within the restricted time periods. The contractor must strictly adhere to the time schedule and working beyond permitted time period will involve penalty.
9. Any other works as and when directed by the authorized person from MAHA-METRO other than mentioned above falling under the domain of O&M Works, directly or indirectly.
10. Contractor shall follow all safety norms and utmost care shall be taken by the contractor during the execution of the work. MAHA-Metro will perform random audits at their discretion to evaluate the quality and safety of work being executed by the contractor.
11. The employer shall have the right to remove any employee of the contractor who is undesirable, poor workmanship skills, poor quality of work, misconduct, disobey the lawful command. The contractor shall remove such employee with immediate effect and provide a suitable replacement at his own cost.

6.2 Special conditions of Contract:

1. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive except GST and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.
2. The Maha-Metro Rail Project is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. \
3. The contractor(s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
4. The contractor(s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials required for repairs & maintenance.
5. The contractor(s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract.
6. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
7. The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the concerned.

8. Some restrictions may be imposed by the security staff, Operation staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
9. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
10. The work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer In-charge and nothing extra shall be paid on this account.
11. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
12. The contractor shall ensure completion of the work within the stipulated time.
13. If the work is carried out in more than one shift or during night no claim on this account shall be entertained.
14. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
15. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Maha-metro engineer, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed Unless otherwise specified in the schedule of quantities.
16. No extra payment will be made for operation/activity mentioned at Sr. No. 1 to 16 above unless specifically mentioned otherwise.
17. Agency needs to provide Identity Cards, Name bearing Plates, Safety PPE's etc. to each and every deployed Staff and all the staffs should entry and exit with the mentioned identity in MAHA-METRO premises, at contractor's own expense.
18. If any Equipment's or Systems of MAHA-METRO are damaged due to mishandling by technical staffs are the whole responsible and rectify the same at their own risk and cost.
19. To Keep Site Clean: When any kind of repair, maintenance works are carried out, the splashes and droppings from greasing, oiling etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work where the work is done: without waiting for the actual completion of all the other items of

work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer In-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer In-charge shall give ten days' notice in writing to the contractor.

20. Dismantled Material MAHA-Metro's Property: The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as MAHA-Metro's property and such materials shall be disposed of to the best advantage of MAHA-Metro according to the instructions in writing issued by the Engineer In-charge.
21. In case of any Emergency, Contractor should be available with man power within stipulated time to carry out emergency related works.
22. All type of maintenance/corrective activities in mainline shall be carried out only during non-Revenue hours (approximately 23:00hrs to 04:30hrs at present) with taking Permit to Work (PTW) from operation departments.
23. Penalty: In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, MAHA-METRO shall make alternative arrangement to do it and the difference of cost incurred by the MAHA-METRO thereby shall be recovered from the Contractor's unpaid bills and Contract Performance Security.

Maha-Metro reserves the right for deduction of MAHA-METRO dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.

In addition, the following penalty charges shall be levied as per the lapses.

- i. Rude and unpleasant behaviour of contractor's personnel with Faculty/Officer/Staff/Visitor – 200/- per incident.
- ii. Rowdiness, drunkenness and/or rioting in MAHA-METRO premises – Rs. 500/- per incident
- iii. Theft and/or carrying of items unauthorisedly – Rs. 500/- per incident besides recovering the cost of such stolen article and the person involved in theft and/or carrying item unauthorisedly should be discontinued from the workforce engaged for carryout work of MAHA-METRO
- iv. Damage to the MAHA-METRO property due to negligence – Book value.

For any act of inadequate performance of contract not specifically stated herein, the person authorised by the MAHA-METRO will determine the penalty based on the merits of each act after providing an opportunity to the contractor.

24. The agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as labour act and various other acts as applicable from time to time with regard to the personnel engaged by the agency.
25. The transportation to work place & back, food, medical and other statutory requirements in respect of each personnel of the service provider will be the

responsibility of the service provider and Maha-Metro will not entertain any claim in this regard.

26. The Contractor shall provide Engineer/Supervisor's name to be contacted with Telephone Nos, in case of emergency or urgent work required.
27. The agency shall arrange the required Tools, Consumables, Hardware Items, and PPEs & spare parts as mentioned in the financial bid at his own cost for maintenance works.

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

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

The Agency/Maha-Metro reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) declare 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.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

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.metro railnagpur.com>

SECTION -7**Bidding & Contract Form****FORMS FOR BIDDING****(Form-B-1a to Form-B-10 is to be submitted by bidder along with the technical bid)****Form -B1a****Letter of Bid***[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]*

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

To:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: (*name of work*) _____;
- (e) Our bid shall be valid for a period of _____ days (as per BDS) from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract to any middleman/agent regarding this tender.
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

Notes:-

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

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

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

1.	Bidder Type Bidder's Name (Company Name) Legal Status (Ltd. Company/ Pvt. Ltd. Comp./ Proprietorship etc.)	(Single Entity/ JV/ Consortium) Bidder Name: (in case of JV/Consortium, Please mention full name of JV/Consortium, number of JV/Consortium members with their capacity (lead member/ other member etc) and % participation)
2.	Registered address and Nationality	
3.	Address of Correspondence	
4.	Name of Proprietor/Director of Company	
5.	1. Date of Registration/ Incorporation/ date of Issue of Licence under Shop Act: 2. Identification number of Certificate/ Registration/ Licence : 3. Numbers of Years in Business: 4. Validity (if any): Bidder must attach the relevant Certificate in support of the furnished information. (Cert. of incorporation/ Statutory Registration /Shop Act License) (whatever is applicable)	1. : 2. : 3. : 4.
6.	Nature of Business	
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		
14.	PAN/GST Details: PAN No. GST No.		
15.	A brief enlistment of Clients with whom your organization has worked (Enclose 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)		
17.	Already established office at Nagpur	YES	NO
18.	If Yes, Complete address with contact no of Nagpur.		
19.	Whether have conflict of Interest in accordance with ITB 4.2 Marking "Yes" as " <input type="checkbox"/> " will disqualify the bidder	YES	NO
20.	Name & Signature of the person furnishing the above statements		

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**

Bidder's Name: _____

JV Member's Name _____

Tender Number _____

Name of Work _____

	Annual turnover data			
Year	USD	Exchange Rate	Equivalent Amount (INR)	Updated value to Current year (Note 2)
	<i>(Indicate amount & Currency)</i>			
2022-23				
2021-22				
2020-21				
2019-20				
2018-19				
Average Annual Turnover *				

* See Section_____, Evaluation and Qualification Criteria, Clause No. _____

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

Note:

- 1) *In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information with valid UDIN.***
- 2) *All prices in foreign currency will be converted to Indian Rupees using the Exchange Rates for those currencies published by the Reserve Bank of India on the day 28 days (Base date) prior to the date of Bid submission.***

Form-B-4A**Similar Work Experience****Tenderer's legal name:****Date:****Member's legal name:****Page of pages**

For works as stipulated under Qualification clause 4.2 of 1 Section – 3, Eligibility Criteria

Similar Work Experience		
Contract Number ____ out of ____ required	Information	
Contract Identification		
Description of the similarity in accordance with similar work		
Award date: Completion date:		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail:		
Role in Contract (Individual/ Consortium member)	Single Entity	JV/Consortium Member
Completion Cost/ Value of successfully executed work in case of ongoing work	Currency Exchange Rate	In equivalent INR at [Date] * price level
If JV / Consortium member specifies percentage participation in contract & amount (Please refer Note-1)	% Participation	In equivalent INR at [Date] * price level

Signature of authorized signatory on behalf of Tenderer

Form-B-4B**Summary of Information provided in Form-B-4A****Tenderer's legal name:****Date:****Member's legal name:****Page of pages**

Name of Tenderer (each member in case of JV/Consortium)	Name of Work with Contract No. and award date	% Participation (in case of JV/Consortium member)	Value of Completed Work in INR (Completion Certificate from client to be enclosed)	Value of Work in INR as per % participation

Signature of authorized signatory on behalf of Tenderer

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

(Deleted)

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

We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors have 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.

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)
3. I/We shall comply with all relevant statutory norms like Minimum wages, Employees' provident fund, Employees State Insurance & Service tax/GST etc.

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

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

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

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

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

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

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

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal [where appropriate]

Form No.B-11**Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due**

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

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

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

2.1.1.1.1 * In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member

Form No.B-12**Undertaking for obtaining registrations under various fiscal and labour laws**

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

I also undertake to indemnify Maharashtra Metro Rail Corporation Limited in case of any loss caused due to non-registration.

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

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

Form No.-B-13**Financial Resources**

Bidder's Name: _____

JV Member's Name _____

Tender Number _____

Name of Work _____

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial, other than any contractual advance payments, net of current commitments, available to meet the cash flow requirement of the subject contract as specified in Section _____ Clause No. _____ (Evaluation and Qualification Criteria)

S. No.	Source of Finance	Amount (Indicate Currency)	Amount (In Equivalent INR)
1	Working Capital		
2	Bank CC & OD		
3	Line of Credit		
4	Any other Sources of Finance		
	Total Financial Resources		

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

Note:

- (i) **Bankers Certificate for sanctioned Line of Credit to be submitted.**
- (ii) **In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information.**

Form – B-14

Financial Situation and Performance of Bidder

Bidder's Name: _____

JV Member's Name _____

Tender Number _____

Name of Work _____

	Historic information for previous 05 Financial years				
Type of Financial Information	2018-19	2019-20	2020-21	2021-22	2022-23
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Current Ratio (CA/CL)					
Liquid Assets (LA)					
Liquid Liabilities (LL)					
Liquid Ratio (LA/LL)					
Working Capital (WC=CA-CL)					
Net Worth (NW)					
Cash & Cash Equivalent (Including Bank Balance)					
Sundry Debtors					
Information from Income Statement					
Total Revenue/Turnover (TR)					
Profits Before Taxes (PBT)					
Profit After Taxes (PAT)					

* See Section_____, Evaluation and Qualification Criteria, Clause No. _____

(Signature of the Authorised Signatory):

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

Note:

- 1) *In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.*
- 2) *Bidder are required to attach Financial Statements of preceding five Financial Year.*
- 3) *Net Worth (NW) means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditures and misc. expenditures not written- of, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.*
- 4) *For all annual financial statements, periods mentioned are ending with 2022-23. In case of ending of financial is Month of December then, annual financial statements shall be ending with financial year 2023.*

Similar Work Experience**Tenderer's legal name:****Date:****Member's legal name:****Page of pages**

For works as stipulated under Qualification clause 4.2 of 1 Section – 3, Eligibility Criteria

Similar Work Experience		
Contract Number ____ out of ____ required	Information	
Contract Identification		
Description of the similarity in accordance with similar work		
Award date: Completion date:		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail:		
Role in Contract (Individual/ Consortium member)	Single Entity	JV/Consortium Member
Completion Cost/ Value of successfully executed work in case of ongoing work	Currency Exchange Rate	In equivalent INR at [Date] * price level
If JV / Consortium member specifies percentage participation in contract & amount (Please refer Note-1)	% Participation	In equivalent INR at [Date] * price level

Signature of authorized signatory on behalf of Tenderer

Summary of Information provided in Form-B-15**Tenderer's legal name:****Date:****Member's legal name:****Page of pages**

Name of Tenderer (each member in case of JV/Consortium)	Name of Work with Contract No. and award date	% Participation (in case of JV/Consortium member)	Value of Completed Work in INR (Completion Certificate from client to be enclosed)	Value of Work in INR as per % participation

Signature of authorized signatory on behalf of Tenderer

FORMS FOR CONTRACT

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

Form-C-1**Notification of Award****a) Letter of Acceptance**

[Letterhead paper of the Employer Maha-Metro]

[Date]

To: [name and address of the Contractor]

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

You are requested to furnish the Performance Security @ 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 Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

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

Section -1. Notice Inviting Tender (NIT)**Section- 2. Instructions to Bidders (ITB)****Annexure-2A. Bid Data Sheet (BDS)****Annexure-2B. Tool Kit of e-tender****Section- 3. Eligibility Criteria****Section- 4. Evaluation Criteria****Section- 5. Scope of Work****Section-6. Condition of Contract 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 Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

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 of the Contract. 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.	
4.	E.P.F. Registration Certificate	
5.	E.S.I. Registration Certificate	
6.	Audited Balance Sheet, Profit & Loss Statement along with relevant notes certified by Chartered Accountant for the last 5 years (Complete Annual Reports need not to be attached unless specifically demanded in the bid document).	
7.	Bidder information	Form B-1
8.	Declaration	Form B-2
9.	Average annual turnover	Form B-3
10.	Summary of Experience supported with experience certificates	Form B-4
11.	Copy of Power of Attorney signing the bid.	Form B-5
12.	Declaration about corrupt & fraudulent practices	Form B-6
13.	Affidavit as per	Form B-7
14.	Affidavit as per	Form B-8
15.	Bid Security / EMD	Form B-9
16.	Bid Securing Declaration	Form B-10
17.	Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation	Form B-11
18.	Undertaking for obtaining registrations under various fiscal and labour laws	Form B-12
19.	Financial Resources	Form B-13
20.	Financial Situation and Performance of Bidder	Form B-14
21.	Copy of Labour licenses	



MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Nagpur Metro Rail Project)

BID DOCUMENTS for

Rectification of Cable Dressing Using Steel Strips and Sleeves, Tightening of Nuts and Bolts, And Associated Works for CBTC/CCTV Access Points Installed On Various 25kv Ohe Poles Along Reach-1 and Reach-3 Sections.

TENDER NO. N1-O&M-37/2025

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.metro railnagpur.com>

Section - 9 Financial Bid**A. Preamble**

SN	Description of Works
1	The quantities given in Financial Bid are tentative and the actual payment shall be made as per quantity of work executed against each item.
2	The contractor shall quote the bid price including all applicable Taxes (except GST), Duties, Levies payables, Royalties etc. complete
3	Contractor shall arrange the required Tools, Consumables, Hardware Items, PPEs & Uniform for maintenance works at his own cost.
4	The Bill of Quantities shall be read in conjunction with the Instructions to Bidders (ITB), Scope of Work, Conditions of Contract, Notice Inviting Tender, Annexures and Corrigendum/Addendum.
5	The bidder has to submit the financial bid under the financial section on Maharashtra Government E-Tender Portal only. The Bidder shall quote percentage rate (Above/Below/At Par).
6	The quantities given in the " Bill of Quantities" are estimated and provisional and are given to provide a common basis for Bidding. The basis of payment will be the actual quantities of work carried out, as measured by the Contractor and verified by the Engineer In-charge and valued at the rates in the accepted priced "Bill of Quantities", wherever applicable.
7	Any delay in completion of work within the scheduled time, a penalty of 0.5% per week of value of balance work of Work Order upto the maximum limit of 10% of contract price, shall be imposed. The value of balance work of Work Order mentioned here shall be the cost of balance quantity for particular item of BoQ remained to be executed in scheduled time allotted to complete the particular item as per directives issued to the Contractor by the Engineer In-charge (EIC).
8	The bidder should quote his rate only in the Summary sheet of Finance Bid provided in the Financial Envelope section of the E-Tender Portal and nowhere else in the submission.
9	The whole cost of complying with the provisions of the Contract/ scope of work shall be deemed to have been included in the quoted rates. The rates/ quotes shall also include all administrative expenses and costs including the cost towards Project leader, Manpower, profits, overheads and expenditure towards other provisions like insurance etc.
10	Errors will be corrected by the Employer for any arithmetical errors in computation or summation.

11	The Bidder's offer shall be inclusive of all taxes (except GST), duties, levies, royalties etc. and charges payable by them. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities in this regard from time to time.
12	No price variation / Price Adjustment shall be paid under this contract.
13	Employer reserves the right to omit /off load/ partially execute any items in any of the Schedules/Annexures during Contract Period without any liability to either party.