

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)**

BID DOCUMENTS

FOR

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

TENDER NO. N1CRF-04/2022

PART 1: BIDDING PROCEDURE



**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA**

Website: www.metro railnagpur.com

Table of Contents

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Section II. Bid Data Sheet

Annexure II-A. Tool Kit of e-tender

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

Section V. Eligibility Criteria and Social and Environmental Responsibility

Section VI. Agency Policy - Corrupt and Fraudulent Practices

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**PART 1: BIDDING PROCEDURE
SECTION I: INSTRUCTIONS TO BIDDERS**



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Section I. Instructions to Bidders

Table of Contents

A. General	
1. Scope of Bid.....	
2. Source of Funds	
3. Corrupt and Fraudulent Practices.....	
4. Eligible Bidders	
5. Eligible Materials, Equipment, and Services	
B. Contents of Bidding Documents	
6. Sections of Bidding Documents.....	
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	
8. Amendment of Bidding Documents	
C. Preparation of Bids	
9. Cost of Bidding	
10. Language of Bid.....	
11. Documents Comprising the Bid.....	
12. Letter of Bid and Schedules	
13. Alternative Bids	
14. Bid Prices and Discounts	
15. Currencies of Bid and Payment	
16. Documents Comprising the Technical Proposal.....	
17. Documents Establishing the Qualifications of the Bidder	
18. Period of Validity of Bids	
19. Bid Security	
20. Format and Signing of Bid.....	
D. Submission and Opening of Bids (as specified in BDS).....	
21. Sealing and Marking of Bids	
22. Deadline for Submission of Bids	
23. Late Bids	
24. Withdrawal, Substitution, and Modification of Bids	
25. Bid Opening Replaced in BDS	
E. Evaluation and Comparison of Bids.....	
26. Confidentiality	
27. Clarification of Bids.....	
28. Deviations, Reservations, and Omissions	
29. Determination of Responsiveness.....	
30. Nonmaterial Nonconformities	
31. Correction of Arithmetical Errors (replaced in BDS).....	
32. Conversion to Single Currency	
33. Margin of Preference	
34. Subcontractors.....	
35. Evaluation of Bids.....	
36. Comparison of Bids	
37. Qualification of the Bidder	

38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract.....

39. Award Criteria

40. Notification of Award

41. Signing of Contract

42. Performance Security.....

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in [Section VII](#), Works Requirements. The name, identification, and number of lots (contracts) of this International Competitive Bidding (ICB) process are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the funding as (**specified in BDS**) toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in [Section VI](#).
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to [ITB 4.3](#)—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is

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

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
 - (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.
- 4.3 The Agency's eligibility criteria to bid are described in [Section V](#) – Eligibility criteria and social and environmental responsibility.
- 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 V](#), 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 Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with [ITB 8.\(Replaced in BDS\)](#)

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligibility criteria and social and environmental responsibility
- Section VI. Agency Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

- Section VII. Works Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents. (**Ref. BDS**)
- 6.3 Unless obtained directly from the Employer, 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**. In case of any contradiction, documents obtained directly from the Employer shall prevail **or as specified in BDS**.

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.

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. **(Refer BDS also)**.

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 issued 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**.

112 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.

113 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 IV](#), 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.

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 VII](#), Works Requirements.

14. Bid Prices and Discounts

141 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)**

142 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 IV](#), Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. **(or as specified in BDS)**

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

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

14.5 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

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

14.7 Unless otherwise **specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date **28 days** prior to the deadline for submission of bids, shall be 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 IV – 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 III**, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in **Section IV**, 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 IV**, Bidding Forms.

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

eligibility specified in accordance with [ITB 33.1](#) (as detailed in BDS)

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

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 IV](#), Bidding Forms.

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 V](#)-Eligibility criteria and social and environmental responsibility. 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 IV](#), 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 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 successful Bidder fails to:

- (i) sign the Contract in accordance with [ITB 41](#); or
- (ii) furnish a performance security in accordance with [ITB 42](#).

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

199 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

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

Bids

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 VII](#), Works Requirements 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

30.1 Provided that a bid is substantially responsive, the Employer

- Nonconformities** 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 III](#) Experience. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. [Section III](#) describes the qualification criteria for sub-contractors **or as specified in BDS**.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employer shall consider the following(**as specified in BDS**):

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with [ITB 31.1](#);
- (c) price adjustment due to discounts offered in accordance with [ITB 14.4](#);
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with [ITB 32](#);
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with [ITB 30.3](#);
- (f) the additional evaluation factors as specified in [Section III](#), Evaluation and Qualification 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 III](#), Evaluation and

Qualification 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 III](#), Evaluation and Qualification 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 X](#) 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.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)**

BID DOCUMENTS

FOR

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

Tender No. N1CRF-04/2022

PART 1: BIDDING PROCEDURE

SECTION II: BID DATA SHEET



**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)**

**Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA
Website: www.metrotrainnagpur.com**

Section II. Bid Data Sheet

A. General

General	The following terms are used in the Bidding Documents shall have the same meaning and interpretations: <ul style="list-style-type: none"> • ‘Tender(s)’ and ‘Bid(s)’ • ‘Tenderer(s)’ and ‘Bidder(s)’ • ‘Employer’s Requirements’ and ‘Work Requirements’
ITB 1.1	<u>NAME OF WORK:</u> Construction Of Subway As RCC Box 1x7x3 Mt. By Pushing Method At Railway’s Ch.830/09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 At Manish Nagar Crossing Under Nagpur-Division Of Central Railway (Re-Tender).
ITB 1.1	International Competitive Bid (ICB) The number of the Invitation for Bids is: N1CRF-04/2022
ITB 1.1	The Employer is: <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u>
ITB 1.3 (Additional Para)	The detailed Scope of Work for the Construction of this contract is further described in the Part II: Section-VII (Works Requirements) and other documents. The Contractor has to execute the work accordingly with the approval of Employer. 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.
ITB 1.4 (Additional Para)	The successful Bidder has to establish its Office at Nagpur if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Quoted Amount by the bidder and no separate / extra / additional payment will be made on this account.
ITB 2.1	Source of Fund for the project: The project is to be funded by Indian Railways and (CRF) Central Road Fund. The name of the Employer is: <u>Maharashtra Metro Rail Corporation Ltd.</u> <u>Name of the project:</u> Construction Of Subway As RCC Box 1x7x3 Mt. By Pushing Method At Railway’s Ch.830/09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 At Manish Nagar Crossing Under Nagpur-Division Of Central Railway
ITB 4.1	Maximum number of members in the JV shall be: 02 (Two) Lead member should not have less than 60% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work. In case of JV / Consortium, change in constitution or percentage participation

	<p>of JV/Consortium shall not be permitted at any stage after their submission of Bid and thereafter.</p> <p>The authorized representative from lead member of JV/Consortium shall be signatory of the bid. (Ref. Section-IV of Part-1)</p>
ITB 4.2 (e)	<p>(In Continuation to the existing clause, further added as under)</p> <p>No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner of a JV / Consortium in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor.</p>
ITB 4.5	<p>This Bidding Process is in single stage two-packet system through e-tender portal of Maha-Metro & open to all eligible bidders as per Qualification Criteria under Section-III. Unless otherwise approved by the Employer, the Bids for this Contract will be considered only from those companies, corporation, partnerships, consortia and joint ventures that pass the Eligibility Criteria under Section III based on submissions with the Bid.</p>
ITB 4.7 (Additional Para)	<p>The bidders or any member of JV/ Consortium must not have been banned or blacklisted by any Central / State government department or public sector effective on the date of Bid Submission.</p> <p>Simultaneously the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank (Ref. Section-V Cl. No 2 (vii)). The Bidder should submit undertaking to this effect.</p>
ITB 4.8 (Additional Para)	<p>In case, the Bidder is a consortium / JV, a detailed Consortium Agreement between the Members of such Consortium stating clearly their inter-relationship and division of work and obligations among the Members as mentioned in ITB 4.13 below should be submitted along with the Bid for proper examination by MAHA-METRO. The format of the Consortium Agreement is provided in Section IV: Bidding Form.</p>
ITB 4.9 (Additional Para)	<p>Further, a Power of Attorney signed by all the JV/ Consortium Members duly supported by their board resolutions or statement of joint decision signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms.</p>
ITB 4.10 (Additional Para)	<p>Every Bidder, be it a single entity or a JV/ Consortium, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member.</p>

<p>ITB 4.11 (Additional Para)</p>	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure in the prescribed format as provided in Section IV.</p> <p>For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed the Hague Legislation Convention, 1961 is not required to be endorsed by the Indian Embassy if it, carries a conforming Apostille certificate. This power of attorney should be registered at appropriate authority and easily verifiable.</p>
<p>ITB 4.12 (Additional Para)</p>	<p>Where the Bidder is a Consortium or Joint Venture, the Bidder shall submit the following additional information to meet the qualification criteria for eligibility:</p> <p>(a) A Memorandum of Understanding / Consortium Agreement shall be provided duly notarized by the notary public of country of origin and should be stamped by Embassy / High Commission. Bidders from Member Countries of Hague convention may submit all these documents with “Apostille” stamp instead of Embassy.</p> <p>(b) Nomination of one of the Members of the Consortium or Joint Venture to be in-charge (“Lead member”); and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.</p> <p>(c) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities and relationships among the individual Members.</p> <p>(d) The Lead member shall be authorized to incur liabilities, receive payment (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium / Joint Venture.</p> <p>(e) All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.</p> <p>(f) In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as to be legally valid and binding on all partners / members.</p> <p>(g) The Bid shall be signed so as to be legally binding on all the Members of the Consortium.</p>
<p>ITB 4.13 (Additional Para)</p>	<p>The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per Form in</p>

	the Section IV: Bidding Forms.
ITB 4.14 (Additional Para)	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/ Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The Indian bidders shall submit copy of GST registration Certificate along with the bid.</p> <p>The foreign partner of the JV/ Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>
ITB 4.15 (Additional Para)	<p>Each Bidder (each Member in the case of a JV/Consortium) is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section IV: Bidding Form shall be submitted with the Technical Package.</p>
ITB 4.16 (Additional Para)	<p>Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
ITB 4.17 (Additional Para)	<p>The bidder offers should Comply to <u>MAKE IN INDIA POLICY 2017</u> (latest Revision at the time of Submission of Bid). The relevant Circulars / office Memorandum enclosed attached as an Annexure-A of BDS.</p>
ITB 4.18 (Additional Para)	<p><u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u></p> <p>As per Govt. Of India Order (Public Procurement No.1) bearing no. F.No.6/18/20-19-PPD, Dt. 23.07.2020 Restrictions on Bidding has been imposed on bidders from the country of origin which shares land boundary with India. Relevant Clauses is attached as an Annexure-B of BDS, which is applicable to this bid without any change.</p>

B. Bidding Documents	
ITB 6.1	<p>Replaced provisions of ITB 6.1 with the following: The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><u>PART 1 Bidding Procedures</u></p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) <ul style="list-style-type: none"> • Annexure II-A: Make In India Policy, 2017 • Annexure II-B: Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017, • Annexure II-C: Toolkit for using e-tender portal • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Eligibility criteria and social and environmental responsibility • Section VI. Agency Policy-Corrupt and Fraudulent Practices <p><u>PART 2 Works Requirements</u></p> <ul style="list-style-type: none"> • Section VII-A: Employer's Requirements - General • Section VII-B: Employer's Requirements - Functional • Section VII-C: Employer's Requirements - Design • Section VII-D: Employer's Requirements - Construction • Section VII-E: Reference Document (Geotechnical report as available with MAHA-METRO) • Section VII-F: Technical Specification (Structural) <p><u>PART 3 Conditions of Contract and Contract Forms</u></p> <ul style="list-style-type: none"> • Section VIII: General Conditions (GC) <ul style="list-style-type: none"> • Annexure VIII-A: Contract Data • Section IX : Particular Conditions (PC) • Section X: Contract Forms • Section XI. SHE Manual (or Conditions of Contract on SHE) <p><u>PART 4 Financial Bid & Bill of Quantities</u></p>
ITB 6.2	The invitation of Bid (NIT)/ Bid Schedule is part of the Bid Document.
ITB 6.3	Unless obtained directly by the bidder concerned from the 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 / uploaded on E-Tender portal of Employer shall prevail.

ITB 6.4	<p>Following is added to existing ITB 6.4</p> <p>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.</p>
ITB 6.5 (Additional Para)	The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents as uploaded on the E-tender portal of MAHA-METRO, which shall otherwise result in rejection of its Bid.
ITB 6.6 (Additional Para)	The documents including the Bid Document provided by MAHA-METRO are and shall remain or become the property of MAHA-METRO 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 <i>mutatis mutandis</i> to the Bids and all other documents submitted by the Bidders, and MAHA-METRO will not return to the Bidders any Bid, document or any information provided along therewith.
ITB 6.7 (Additional Para)	Contents of Supporting Documents.
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 Bidders' attention is drawn to Clause 4.10 of GC / S.No. 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.
ITB 7.1	<p>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), Infront of Dr. Babasaheb Ambedkar Collage, Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA</p> <p>Electronic mail address: md.nmrc.tenders@gmail.com</p> <p>Web page: www.metrorailnagpur.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</p>

	user account at e-tendering portal http://mahametrorail.etenders.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.
ITB 7.1.1 (Additional Para)	MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.
ITB 7.1.2 (Additional Para)	MAHA-METRO may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO.
ITB 7.2	Following is added to existing ITB 7.2 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.
ITB 7.4	A Pre-Bid meeting shall take place at the following date, time and place: Date & Time: As per NIT. Place: MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Infront of Dr. Babasaheb Ambedkar Collage, Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA.
ITB 7.5	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrcl.tenders@gmail.com
ITB 7.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.
ITB 8.2	Replaced provisions of ITB 8.2 with the following: Any addendum / Corrigendum issued by the employer shall be part of bidding document, Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal http://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GC and Clause 1 of PC, the provisions in any such addenda shall take priority over

	the Invitation to Bidders and Bidding Documents previously issued. 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 agreement.
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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	General Requirements
ITB 11.1 (a)	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, submit his Bid on e-tendering portal http://mahametrorail.etenders.in in accordance with provisions in ITB 22.1.</p> <p>The Bidder shall follow the procedure and steps of E-Tender portal of MAHA-METRO given in E-Toolkit provided as Annexure-II-C</p> <ol style="list-style-type: none"> i. Cost of the bid : As per NIT to be Paid online through E-Tender portal. ii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT to be submitted. iii. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. iv. Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else. v. 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. vi. The original Bank Guarantee towards Bid Security (if any), shall be submitted within Seven working days from the last date stipulated for submission of bid at the office of MAHA-METRO at address given above.

	<ul style="list-style-type: none"> • For Bid Security: refer BDS ITB 19.1 below
ITB 11.1 (d)	Alternative bid is not permissible .
ITB 11.1 (i)	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 to agree in checkbox, the bid shall be treated as non-responsive and not evaluated further.
ITB 11.3	As per Letter of bid in Section IV.- Payment of Commission & Gratuities not permitted.
ITB 12.2 (Additional Para)	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 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.
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2 , ITB 13.3 , or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.1	The Price is to be quoted Online on E-tender portal of Maha-Metro & Provision of Discount is not permitted. No discounts are allowed to be quoted by the bidder in the Letter of Bid and in the Schedules.
ITB 14.2	The bidder shall quote the price in the Commercial Envelope of the e-tender portal of MAHA-METRO in the summary sheet provided for in the aforesaid commercial envelope. The price to be quoted shall be based on Provision of the Price bid in the BOQ The bidders quote should not be given in any other place in the entire bid document.
ITB 14.3	The price quoted in the commercial envelope in e-tender portal of MAHA-METRO shall be the total price bid.
ITB 14.4	No discounts or any other methodology shall be quoted by the bidder in the Letter of Bid by the bidder.
ITB 14.5	For price adjustment / variation, refer to instructions / conditions provided in the Section VIII- GC read with Section IX-Particular Conditions of Contract .
ITB 14.6	NO discounts are applicable.
ITB 14.7	<ul style="list-style-type: none"> i. Price quoted by the bidder includes GST & all other applicable Taxes, Duties, Levies payables etc. complete, ii. Taxes 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. 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).
ITB 14.8	Bidders shall quote for the entire work on a “single responsibility” basis such that

(Additional Para)	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 IV: Bidding Form .
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section IV: 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 14.12 (Additional Para)	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. 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. (Not applicable to this Tender) .
ITB 15.1	The currency of the Bid shall be Indian National Rupees (INR) only.
ITB 15.3 (Additional Para)	Interim payments in relation to each Cost Centre will be certified and paid, in accordance with the provisions of Clause 14.7 of the GC and Clause 56 of the PC in the currency shown against the relevant Milestone.
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 18.1	The bid validity period shall be 180 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 in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. In the form of Bid Security as per Form in Section-IV: Bidding Forms. (c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure

	<p>physical submission of the original bank guarantee at the office of MAHA-METRO at address specified in Bidding Documents, within 7 (Seven) working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening/evaluation & shall be rejected outright.</p> <p>(e) <u>Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).</u></p> <p>Bank Name: State Bank of India Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001 Bank Account Name: NAGPUR METRO RAIL CORPORATION LTD. Bank Account No.: 35378499419 Bank Account Type: Current Account IFSC Code: SBIN0000432 MICR Code: 440002002</p> <p>Note: - i. Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p> <p>ii. The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Doc and its authenticity shall also be verified from the issuing bank.</p> <p>iii. Any material or cognizable changes in format of Bid Security Bank Guarant (Provided in Section-IV), which leads to affect the interest of Maha-Metro adversely, shall not be accepted. In such case Maha-Metro reserves the right reject the EMD/Bid Security & disqualify the bid.</p> <p>iv. The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (Not applicable in this tender).</p>
ITB 19.3	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 19.5	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 19.7	<p>The bid security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"> (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 /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: <ul style="list-style-type: none"> (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
ITB 19.8	The bid security, 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	Not applicable as Bid Security is required in this bid.
ITB 20.1	<p>Replacement for ITB as under: Bid to be submitted through e-tender portal of MAHA-METRO only.</p>
ITB 20.2	<p>The Bid shall be submitted by bidder, online through e-tender portal of MAHA-Metro. Details has been described at ITB clause no. 21</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"> i. A written power of attorney authorizing the signatories of the Bid to commit each member of the JV. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. ii. A notarized joint letter of authority of digital signature (DSC) holders who is submitting the bid should be enclosed with the bid .
ITB 20.3	<ul style="list-style-type: none"> i. In case of JV / Consortium the power of attorney holder of lead member is authorized to sign all legal documents, bid documents and other enclosures. However the digital signature (DSC) of any member of JV/Consortium may be used for accessing /downloading/uploading & submitting the tender documents. ii. Such digital signature (DSC) holders who is submitting the bid / or whose DSC is being used for accessing / submitting the bid, shall be authorized by POA (Lead Partner) of JV/Consortium & a notarized authority letter should be enclosed with the bid. iii. Power of Attorney signed by all the JV/ Consortium Members duly supported by their board resolutions or statement of joint decision

	<p>signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms</p> <p>iv. The facility in the e-tender portal of MAHA-METRO is also available for viewing & downloading the document free of cost.</p>
<p>ITB 21.1, 21.2 & 21.3</p>	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of MAHA-METRO) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <p>i. For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (✓) the bid documents & corrigendum / addendum shall automatically gets attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.</p> <p>ii. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.</p> <p>iii. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.</p> <p>iv. If bidder is desirous to upload a file more than 10mb size, he shall have spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.</p> <p>v. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.</p> <p>vi. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.</p> <p>vii. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.</p> <p>viii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).</p>

	<p>ix. Scanned copy of POA of each member & Lead member in case of JV/ Consortium.</p> <p>x. All relevant formats given in Section IV: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.</p> <p>xi. Certificate of registration and other statutory documents of formation of bidder's company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority.</p> <p>xii. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).</p> <p>xiii. Copy of all financial documents as directed in Section-III.</p> <p>xiv. Relevant work experience certificate (in line of Section III: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section III.</p> <p>xv. 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 or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of MAHA-METRO along with bid documents.</p> <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal of MAHA-METRO only.</p>
ITB 21.4 (Additional Para)c	1. Financial Bid (Commercial Envelope)
ITB 21.4.1 (Additional Para)	<p>i. The financial bid shall be submitted in financial envelope/commercial envelope.</p> <p>ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal of MAHA-METRO shall be duly filled up online by bidder.</p> <p>iii. Few price schedules may require to be filled up physically and required to be signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and a scanned copy of such schedules may be uploaded, as per instructions provided in the BOQ or E-Tender Portal.</p> <p>iv. Normally the Bid Total Price includes GST and other Taxes, Duties, Levies, Royalties 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	Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum. Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-C of bid document.

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-tendering portal of MAHA-METRO, amendment/ modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid.</p> <p>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the same would not be possible but the bidder can opt not to proceed with the submission of the bid after opting “Re-work” option on E-tender portal. This can be done only prior to closing date and time of bidding process.</p> <p>iii. The bidder should further note that in such case of withdrawal, the Bid Security deposited online (if any), through the E-Tender portal, the same will not be refunded immediately. Such cases shall be dealt separately offline after completion of bidding process.</p>
ITB 25.1	<p>The bid opening/ shall take place at office of: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED “Metro Bhawan”, East High Court Road (VIP Road), Infront of Dr. Babasaheb Ambedkar Collage, Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA</p> <p>Date: As per NIT Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under: <u>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <p>i. The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid.</p> <p>ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded and agreed the essential enclosures and entire Bid document, Corrigendum, Addendum as uploaded in the portal by MAHA-METRO, their submission treated as non-responsive and no further technical evaluation will be carried out.</p> <p>iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</p> <p>iv. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>

ITB 25.2	Cases of “Withdrawal of Bid” and “Modification of Bid” has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal of MAHA-Metro. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of MAHA-Metro. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders’ representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal of MAHA-METRO.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>
E. Evaluation, and Comparison of Bids	
ITB 26.4 (Additional Para)	The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.
ITB 29.1.1 (Additional Para)	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <p>i. All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium</p>

	<p>ii. the complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to submission of bid and all required enclosures should be agreed by bidder in the checkbox on the e-tender portal of MAHA-METRO through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium</p> <p>iii. has been accompanied by a valid Bid Security; and</p> <p>iv. meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected</p> <p>v. meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17</p> <p>vi. Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Appendix 2.2 of Section-IV)</p> <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
	Replace existing ITB 31 and its sub-Para as under
ITB 32.1	Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of the Reserve Bank of India on the day of 7 days prior to the day of Bid submission , and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.
ITB 33.1	Margin of purchase preference shall be applicable as per MAKE IN INDIA POLICY 2017 (latest Revision at the time of Submission of Bid). The relevant Circulars / office Memorandum enclosed attached as an Annexure-A of BDS.
ITB 34.1	No subcontractor is nominated by Employer.
ITB 34.2	Not Applicable
ITB 34.3	Not Applicable
ITB 34.4 (Additional Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work excluding the cost of design, if any. The terms and conditions of 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 50 Lakhs, 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. 50 Lakhs 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 35.5 (Deleted)	<p>(Not Applicable in this bid)</p> <p>If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Performance Guarantee (APG) at the rate of 10% of the difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG).</p> <p>Additional Performance Guarantee (APG) shall be calculated as under:-</p> <p>A=Estimated cost of the work;</p> <p>B=Quoted price by the bidder;</p> <p>Difference of cost, $C=A-B$, if $C > (10\%A)$, then</p> <p>$APG = (C-10\%A) \times 10/100$</p> <p>However, such bid may be accepted by employer solely at their discretion, after going through the cost analysis submitted by the bidder and finding it workable.</p>
ITB 35.6 (Additional Para)	<p>Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.</p>

F. Award of Contract

ITB 39.1	<p>Replace the existing ITB 39.1 with the following:</p> <p>Subject to ITB 38.1 and ITB 39.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6, provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4.</p>
ITB 39.2 (Additional Para)	<p>In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.</p>
ITB 40.4 (Additional Para)	<p>The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.</p>
ITB 42.1	<p>The Performance Guarantee required in accordance with Clause 4.2 of the GC shall be for an amount as specified in Section IX. Particular Conditions and Annexure VIIIA – Contract Data in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable.</p>

ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additional Para)	Guarantees and Warranties The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with Clause 6 of PC and Section I ITB and Section X-Contract form .
ITB 44 (Additional Para)	Insurance The Bidders' attention is drawn to the provisions contained in Clause 18 of the General Conditions of Contract and Clause 68, 69 & 70 of Particular Conditions of Contract .

F. No. K-14011/10/2020 -UT-V
Government of India
Ministry of Housing and Urban Affairs
Urban Transport Division
(UT-V Desk)

311-B, Nirman Bhawan, New Delhi.
Dated the 24th September, 2020.

To,

MD's of all the Metro Rail Corporations (as per the list attached).

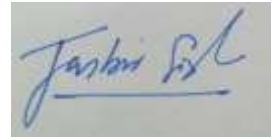
Subject: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 - Revision-reg.

Sir/Madam,

I am directed to enclose herewith Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 from Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry on the above cited subject for information and further necessary action.

Encl : As above.

Yours Sincerely,



(Jasbir Singh)

Under Secretary to the Govt. of India
Tel: 011-23062285

Copy to:

- i. Directorate General, CPWD, A-Wing, Room No. 101, Nirman Bhawan, New Delhi – 110011.
- ii. Chairman cum Managing Director, NBCC India Limited, NBCC Bhawan, Lodhi Road, New Delhi – 110 003.
- iii. Vice Chairman, Delhi Development Authority (DDA), B-Block, 1st Floor, Vikas Sadan, New Delhi – 110023.
- iv. Chairman cum Managing Director, HUDCO, HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi – 110 003.
- v. Shri Sudhir Kumar Mandal, Joint Secretary, Controller of Publication < cop-dep@nic.in>.
- vi. Shri Arun Kumar Bansal, Director, Directorate of Printing <bansal.arun@gov.in>.
- vii. Ms. Ritu Sain, Director (DE)-I, Directorate of Estates < ritusain@ias.nic.in>.
- viii. Shri Naveen Yadav, Director (DE)-II, Directorate of Estates < naveen.yadav@nic.in>.

- ix. Shri K. K. Joadder, Chief Planner, Town and Country Planning Organisation < cp.tcpo@yahoo.com>
- x. Shri P K Gupta, CMD, National Building Construction Corporation < cmdsectt.nbcc@nic.in, bdd@nbccindia.com >.
- xi. Prof./ Dr. P.S.N. RAO, Chairman, Delhi Urban Art Commission < drpsnrao@hotmail.com>.
- xii. Shri Hitesh Vaidya, Director, National Institute of Urban Affair <director@niua.org>.
- xiii. Shri B.K. Tripathi, Member Secretary, National Capital Region Planning Board <ncrpb-
ms@nic.in>.
- xiv. Dr Shailesh Kr Agrawal, ED, Building Materials and Technology Promotion Council (BMTPC) < ska@bmtpc.org>.
- xv. Shri Gurjeet Singh Dhillon, CMD, Hindustan Prefab Limited, < hplcmd@gmail.com>.
- xvi. Shri Umraw Singh, Director & HOD, National Buildings Organisation, < umraw.s@gov.in>.
- xvii. Shri N.S.Mehara, Chief Executive, National Cooperative Housing Federation of India < nchf.2001@yahoo.com>.
- xviii. Joint Secretary (Smart City), MoHUA / Joint Secretary (SBM), MoHUA / Joint Secretary (PSP), MoHUA / Joint Secretary, (HFA), MoHUA / Joint Secretary (NULM), MoHUA / Joint Secretary (A, L&E), MoHUA / Joint Secretary (Works), MoHUA / Joint Secretary (AMRUT), MoHUA / Joint Secretary (C & NE), MoHUA, Joint Secretary (N, I & Admin), MoHUA.

List of Metro Rail Corporations:

1.	The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan , Fire Brigade Lane, Barakhamba Road, New Delhi-I IO 001. Email: mdmetro@dmrc.org	2.	The Managing Director, Chennai Metro Rail Ltd. , Admn. Buil di ng, Poonamallee High Road, Koyambedu , Chennai-600 107. Email: md.cmrl@tn.gov.in mdcmrl2010@gmail.com
3.	The Managing Director, Mumbai Metro Rail Corpn. Ltd., Bandra Kurla Comp le x, Bandra (East), Mumbai-400051. Ema i l: md.office(a).mmrc.l.com	4.	The Managing Director, Bangalore Metro Rail Corpn. Ltd., 3,ct Floor, BMTC Comp lex, K.H. Road, Shanth inagar, Bangalore-560 027. Email: md@bmrc.co.in
5.	The Managing Director, Noida Metro Rail Corporation L im ited , Block- III , 3 rd Floor, Ganga Shopping Comp le x, Sector - 29, Noida - 20130 I E.mail: nmrcoinda@gmail.com	6.	The Mana gin g Di rector. Lucknow Metro Rail Co rp n. Ltd. , (for Lucknow, Kanpur and Agra Metros) Administrative Bu il din g, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal. Vipin Khand , Gomti Nagar, Lucknow-226 0 IO. Email: mdlucknowmetro@Pmail.com
7.	The Managing Director , National Capital Region Transport Corporation Ltd. (NCRTC), Siri Fort Institutional Area , August Kranti Marg , New Delhi- I IO 049 E.mail: md_office(a).ncrtc.in	8.	The Managing Director, Kochi Metro Rail Ltd. , 8 th Floor, Revenue Tower, Park Avenue , Kochi-682011 Email: md@kmrl.co.in
9.	The Managing Di rector, Gujarat Metro Rail Corporation Limited, (for Ahmedabad, Gandhinagar and Surat Metros) Block No.1, 1 st Floor, Karma Yogi Bhavan , Sector- IOA, Gandhinagar-382 010. Ema il: md@gujaratmetro.rail.com	10.	The Managing Director, Maha- Metro Rail Corporation, (for Nagpur and Pune Metros) " Metro House", 28/2, C.K. Naidu Road , Anand Nagar, Civil L ines, Nagpur-440 00 I. Email: md(@mahametro.org
11	The Metropolitan Commissioner, Mumbai Metropolitan Regional Development Authority (MMRDA) Bandra-Kurla Complex, Bandra East , Mumbai-400 051. Email: mcmrda(a).gmail.com	12	The Managing Director, Hyderabad Metro Rail Ltd., Rasoo pu ra, Begumpet , Hyderabad - 500 0 16 Email: nvsreddyiras@gmail.com
13	The Managing Director , Madhya Pradesh Metro Rail Company Ltd. , (for Bhopal and Indore Metros) Palika Bhavan ,, Near 6 number Bus Stop Shivaji Nagar , Bhopal - 462016 Email: osuaddm(a).mpurban.gov.in	14	The Managing Director, Patna Metro Rail Corporation Lim ited , Patna, Bihar Email: ud.bihar@gmail.com

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

Udyog Bhawan , New Delhi
Dated: 15th September, 2020

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.- II dated 15.6.2017 as amended by Order No.P-45021/2/2017-8 .E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E .-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India) , Order 2017" dated 16.09.2020 effective with immediate effect .

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

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

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

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

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

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

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

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

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

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

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

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

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

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs . 5 lakhs shall be exempt from this Order. However , it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class- II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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

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

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

10 . Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- 1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs , State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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

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

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

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

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

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

15. **Directions to Government companies** : In respect of Government companies and other procuring entities not governed by the General Financial Rules , the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee** : A standing committee is hereby constituted with the following membership:
- Secretary, Department for Promotion of Industry and Internal Trade- Chairman
 - Secretary, Commerce- Member
 - Secretary , Ministry of Electronics and Information Technology- Member
 - Joint Secretary (Public Procurement) , Department of Expenditure- Member
 - Joint Secretary (DPIIT)-Member-Convenor

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

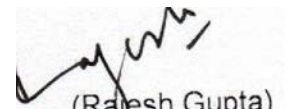
17. Functions of the Standing Committee : The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies : Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director
Director

Tel: 23063211
rajesh.gupta66@gov.in

F. No. K-14011/10/2020 -UT-V
Government of India
Ministry of Housing and Urban Affairs
Urban Transport Division
(UT-V Desk)

311-B, Nirman Bhawan, New Delhi.
Dated the 14th August, 2020.

To,

MD's of all the Metro Rail Corporations (as per the list attached).

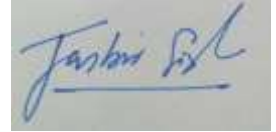
Subject: Request for details regarding Public Procurement in Metro Rail/RRTS Corporations.

Sir/Madam,

I am directed to refer to Department of Expenditure, Ministry of Finance OM dated 23.07.2020 (as enclosed) and to request that the requisite details /comments on Annexure-A and Annexure-B (copies enclosed) regarding public procurements w.r.t. your respective Metro Rail/RRTS projects may be furnished to this Ministry positively by 19.08.2020 2 pm.

Encl : As above.

Yours Sincerely,



(Jasbir Singh)
Under Secretary to the Govt. of India
Tel: 011-23062285

List of Metro Rail Corporations:

1.	The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan , Fire Brigade Lane, Barakhamba Road, New Delhi-I IO 001. Email: mdmetro@dmrc.org	2.	The Managing Director, Chennai Metro Rail Ltd. , Admn. Buil di ng, Poonamallee High Road, Koyambedu , Chennai-600 107. Email: md.cmrl@tn.gov.in mdcmrl2010@gmail.com
3.	The Managing Director, Mumbai Metro Rail Corpn. Ltd., Bandra Kurla Comp le x, Bandra (East), Mumbai-400051. Ema i l: md.office(a).mmrc.l.com	4.	The Managing Director, Bangalore Metro Rail Corpn. Ltd., 3,ct Floor, BMTC Comp lex, K.H. Road, Shanth inagar, Bangalore-560 027. Email: md@bmrc.co.in
5.	The Managing Director, Noida Metro Rail Corporation L im ited , Block- III , 3 rd Floor, Ganga Shopping Comp le x, Sector - 29, Noida - 20130 I E.mail: nmrcoinda@gmail.com	6.	The Mana gin g Di rector. Lucknow Metro Rail Co rp n. Ltd. , (for Lucknow, Kanpur and Agra Metros) Administrative Bu il din g, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal. Vipin Khand , Gomti Nagar, Lucknow-226 0 IO. Email: mdlucknowmetro@Pmail.com
7.	The Managing Director , National Capital Region Transport Corporation Ltd. (NCRTC), Siri Fort Institutional Area , August Kranti Marg , New Delhi- I IO 049 E.mail: md_office(a).ncrtc.in	8.	The Managing Director, Kochi Metro Rail Ltd. , 8 th Floor, Revenue Tower, Park Avenue , Kochi-682011 Email: md@kmrl.co.in
9.	The Managing Di rector, Gujarat Metro Rail Corporation Limited, (for Ahmedabad, Gandhinagar and Surat Metros) Block No.1, 1 st Floor, Karma Yogi Bhavan , Sector- IOA, Gandhinagar-382 010. Ema il: md@gujaratmetro.rail.com	10.	The Managing Director, Maha- Metro Rail Corporation, (for Nagpur and Pune Metros) " Metro House", 28/2, C.K. Naidu Road , Anand Nagar, Civil L ines, Nagpur-440 00 I. Email: md(@mahametro.org
11	The Metropolitan Commissioner, Mumbai Metropolitan Regional Development Authority (MMRDA) Bandra-Kurla Complex, Bandra East , Mumbai-400 051. Email: mcmrda(a).gma il.com	12	The Managing Director, Hyderabad Metro Rail Ltd., Rasoo pu ra, Begumpet , Hyderabad - 500 0 16 Email: nvsreddy iras@gma il.com
13	The Managing Director , Madhya Pradesh Metro Rail Company Ltd. , (for Bhopal and Indore Metros) Palika Bhavan ,, Near 6 number Bus Stop Shivaji Nagar , Bhopal - 462016 Email: osuadd m o(a),mpurban. gov. in	14	The Managing Director, Patna Metro Rail Corporation Lim ited , Patna, Bihar Email: ud . bihar @gma il.com

F.No .6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

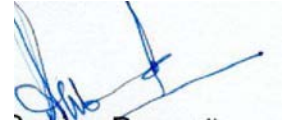
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening , on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.



(Sa rasad)

Joint Secretary (PPD)

Email ID: j_s.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted , in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments , attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.



(S

Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises .
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary , designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services , and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**



- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause . Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

3/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

3/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder " (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore , including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated , established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached .]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable , evidence of valid registration by the Competent Authority shall be attached.]"

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MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)
BID DOCUMENTS

FOR

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method / Cut & Cover method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

Tender No.
N1CRF-04/2022

PART 1: BIDDING PROCEDURE
SECTION II:
ANNEXURE II-A: Tool Kit for using E-Tender Portal



Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA

Website: www.metro railnagpur.com

(Toll Kit for using E-Tender Portal of Maha-Metro)

TENDERING PROCEDURE

A] Tender Forms.

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

B] Pre-requisites to participate in the Tenders processed by Maha-Metro:

i. Enrolment of Contractors on Electronic Tendering System:

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

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

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

ii. Obtaining a Digital Certificate:

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate, which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature

Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

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

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

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

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

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

iii. Recommended Hardware and Internet Connectivity:

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

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

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

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

contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

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

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

D) Steps to be followed by Contractors to participate in the e-Tenders processed by Maha-Metro.

i. Preparation of online Briefcase:

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

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

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

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors Can View The Detailed **Tender Notice (NIT)** Along With The Time Schedule (Key Dates) For All The Live Tenders Released By Maha-Metro And **Eligibility Criteria (EQ)** On The Home Page of Maha-Metro E-Tendering Portal On <https://mahametrorail.etenders.in> Under The Section Online Tenders. Viewing & Downloading The **NIT & EQ** Is Free of Cost.

iii. Download of Tender Documents:

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

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Bidders and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash Component Payment of EMD, which bidder has to pay online using any one online pay mode as RTGS, NEFT, Debit Card, Credit Card & Net Banking through payment gateway of E-Tender Portal. For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid. *
- d. Bidders have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. For submission of Tender Document and Corrigendum, Tick (v) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (v) the bid documents & corrigendum /addendum shall automatically have attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.**
- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.
- k. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.

- i. If bidder is desirous to upload a file more than 10mb size, he shall have spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or "**Additional Document**" section of "**Technical Envelope/section**" of E-Tender Portal.

Note:-

***Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**

***NEFT/RTGS option will be depend on the amount of EMD.**

***Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

v. Short listing of Contractors for Financial Bidding Process:

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

vi. Opening of the Financial Bids:

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

vii. Tender Schedule (Key Dates):

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

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

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

Terms and Conditions for Online-Payments

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

Privacy Policy:

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

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

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

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
 - b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
 - c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
 - d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings. General Terms and Conditions for E-Payment on E-Tender Portal
1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
 3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
 4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or

relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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

the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

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

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

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

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

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

- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

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

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

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)****BID DOCUMENTS****FOR**

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

**Tender No.
N1CRF-04/2022**

**PART 1: BIDDING PROCEDURE
SECTION III:
Evaluation & Qualification Criteria**



**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA**

Website: www.metrotrainnagpur.com

SECTION-III: Evaluation & Qualification Criteria

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

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

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

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

1. Evaluation

In addition to the criteria listed in [ITB 35.2](#) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

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

1.2 Multiple Contracts - Not Applicable

1.3 Alternative Completion Times – Not Applicable

1.4 Technical alternatives – Not Applicable

1.5 Specialized Subcontractors

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

2. Qualification							
No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium			Documentation
				(existing or intended)			
				All Parties Combined	Each member	Any one member	
1.0	Eligibility						
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Annexure –II B
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Agency Eligibility	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Letter of Bid)
1.4	Government Owned Entity of the Borrower country	Meet conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	
2.0	Historical Contract Non-Performance						
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default in the past five (5) years.	N/A	N/A	N/A	N/A	Form-15
2.2	Suspension Based on absence of Bid Security	Not under suspension based on absence of a Bid Security pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission of Form-1

¹Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1(a) below and assuming that all pending litigation will be resolved against the Applicant	N/A	N/A	N/A	N/A	Form-15
3.0	Financial Situation and Performance						
3.1(a)	Financial Capabilities	(i)The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 100 million (or USD equivalent on the day of bid submission) for the subject contract(s) net of the Bidder's other commitments.	N/A	N/A	N/A	N/A	
3.1(b)	Bid Capacity	Evaluation of Bid Capacity The Bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per Maha-Metro assessment. Available bid capacity will be calculated based on the following formula: Available Bid Capacity=	Must meet requirement	Must meet requirement	N/A	N/A	Form-17 & Form-19

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		<p>2*A*N – B Where, A = Maximum of the value of construction works executed in any one year during the last five financial years reckoned up to 31st March 2022 (updated to base date price level assuming 5% inflation per year compounded annually) N = Number of years prescribed for completion of the present work B = Value of existing commitments as on first day of the month of this Bid submission i.e. for on-going construction works during next 12 months. Proportionate value will be taken if it falls during the financial year. Note: 1. The available bid capacity should be more than the estimated cost of the proposed work. 2. A certificate issued from a chartered accountant certifying A and B value must be enclosed with the Technical bid</p>					
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of	Must meet requirement	Must meet requirement	N/A	N/A	Form-18

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		finance to meet the cash flow requirements on works currently in progress and for future contract commitments.					
		<p>iii) The audited balance sheets for the last 5 (five) years (FY 2017-18, 18-19, 19-20, 20-21 & 21-22) shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. The Bidder should be a Profit (Net) making firm and should have made profit during any two of the last 5 financial years i.e. (FY 2017-18, 18-19, 19-20, 20-21 & 21-22)</p> <p>Note: Only Summary of Balance sheet for each year certified by Chartered Accountant needs to be submitted. In case latest financial year balance sheet is not available then provisional CA certified Balance sheet for the latest financial year i.e. 2021-22 must be submitted.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form-17
3.1(c)	Net Worth (Not applicable to this tender)	<p>Net worth of Bidder ending 31.03.15 should be minimum INR _____ million.</p> <p>In case of JV, Net worth will be evaluated only for the lead member.</p>	N/A	N/A	N/A	N/A	

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 53.25 Crores equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 (five) years Note: 1. Last five years shall be 2017-18 to 2021-22. In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2017 shall be treated equivalent to the data of FY 2017-21 and so on.	Must meet requirement	Must meet requirement	Must meet minimum [twenty] per cent [20%] of the requirement	Must meet at least [forty] per cent [40%] of the requirement (For Lead Member)	Form-17
3.3	CDR (Not applicable to this tender)	The bidder having undergone Corporate Debt Restructuring (CDR) in last five years must submit their banker's certificate stating that their account with the bank is "standard account" as on 31/03/2022 .	N/A	N/A	N/A	N/A	
4.0	Experience						
4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, for at least the last 10 (Ten) years, starting 1st April 2012 to 31st March 2022 .	Must meet requirement	N/A	Must meet requirement	N/A	Form-20

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
4.2 (a)	Specific Construction & Contract Management Experience	<p>A minimum of *Similar Work contracts specified below that have been satisfactorily completed as a prime contractor, joint venture member from April-2019 up till date of submission of bid.</p> <p>i) Construction of RUB by Box pushing technique of minimum size 20 sqm clear opening in mid-section under main running line of Railways.</p> <p>(a) Should have **substantially completed work of at least Rs. 21.30 Crores in one single contract comprising of structure mentioned above. OR (b) Should have **substantially completed work of at least Rs. 13.30 Crores each in two contracts comprising of structure mentioned above. OR (c) Should have **substantially completed work of at least Rs. 10.65 Crores each in three contracts comprising of structure mentioned above.</p>	Must meet requirement	Must meet requirement	Minimum 20%	Lead member must meet 60%	Form-21
4.2 (b)	Deleted						

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
4.2 (c)	Quality & EHS Qualification Criteria	1. The Bidder must have Environmental Management Certificate ISO: 14001 2. The Bidder must have Quality Management Certificate ISO: 9001/ DNV/ TUV/ JAS-ANZ/ equivalent.	N/A	N/A	N/A	N/A	N/A

Also, the bidder must not have been Banned/Blacklisted/Debarred, which is in force on the 'latest date of Submission of the Bid':

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

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

(ii) any department of Government of Maharashtra
or

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

Special Notes:-

1. 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. However, 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.
2. The JV/Consortium member having **maximum % contribution** in similar work past experience should be the Lead Member in proposed JV/Consortium.
3. Existing JV/Consortium already worked/working in any department & meeting the eligibility criteria, mentioned in Section-III of Bid Document, can bid with the same JV configuration as a **Single Entity**.
4. ****Substantially completed** work is a work where at least 80% financial progress is completed till date of bid submission and thus shall be treated as 100% completed. Client certificate should clearly mention the extent of completion (Financially)..
5. ***Similar work** is work of Construction of RUB by Box pushing technique of minimum size 20 sqm clear opening in mid-section under main running line of Indian Railways.

5. Domestic Preference : As per Make In India Policy-2017.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)****BID DOCUMENTS****FOR**

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

**Tender No.
N1CRF-04/2022**

**PART 1: BIDDING PROCEDURE
SECTION IV: BIDDING FORMS**



**Maharashtra Metro Rail Corporation Limited
"Metro Bhawan", East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA**

Website: www.metrorailnagpur.com

Section IV. BiddingForms**Table of Forms**

Sr. No.	Form No.	Name of form
01.	Form No.1	Letter of Bid
02.	Form No.2	Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV)
03.	Form No.3	Statement of Integrity, Eligibility and Social and Environmental Responsibility
04.	Form No.4	Organization Chart & deployment of staff
05.	Form No.5	Method Satatement
06.	Form No.6	Work Program
07.	Form No.7	Certificate of compliance
08.	Form No.8	Deployment of construction machinery/equipments/systems
09	Form No.9	Quality Assurance plan
10	Form No.10	Outline safety assurance plan
11	Form No.11	Outline Safety, Health and Environmental Plan
12	Form No.12	Outline Project Management Plan
13	Form No.13	Bidder's information
14	Form No.14	Bidder's JV information
15	Form No.15	Historical contract non-performace, pending litigatons and litigation history
16	Form No.16	Financial situation and performance
17	Form No.17	Average annual turnover
18	Form No.18	Financial resources
19	Form No.19	Current contract commitments/work in progress
20	Form No.20	General constructon experiance
21	Form No.21	Specific construction and contract management

		experiance
22	Form No.22	Form of bid security
23	Form No.23	Form of joint bidding agreement
24	FormNo.24	Form of Legal capacity/power of attorney
25	Form No.25	Letter of undertaking regarding confidentiality of bid information
26	Form no.26	Undertaking for downloading of bid documents
27	Form No.27	Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank
28	Form No.28	Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda
29	Form No.29	Form of Declaration for non-engagement of any agent, middleman or intermediary
30	Form No.30	Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal
31	Form No.31	Undertaking for passing on benefits of exemptions to MAHARASHTRA METRO RAIL CORPORATION LIMITED and for adjustment of amounts due from balance due
32	Form No.32	Undertaking for obtaining registrations under various fiscal and labour laws
33	Form No.33	Declaration of undertaking
34	Form No.34	Bid Index

Form -1**Letter Of Bid**

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Date: _____
ICB/NCB No. _____
Tender No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (e) Our bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

Form-2

**Pro-Forma Letter of Participation from Each Partner of
Joint Venture (JV)**
(On each Firm's Letter Head)

No....

Dated

From:

.....
.....

To,
THE MANAGING DIRECTOR,
MAHARASHTRA METRO RAIL CORPORATION LIMITED,
“Metro Bhawan”, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA

Sir,

Regarding:

“*Insert the name of the work*”

Ref: Your notice for Invitation for Bid (IFB)

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

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

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

OR

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

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

In the event of our group being awarded the contract, we agree to be jointly with..... (Names of other members of our JV)..... and severally liable to the MAHARASHTRA METRO RAIL CORPORATION LIMITED, its successors and assigns for all obligations, duties and

responsibilities arising from or imposed by the contract subsequently entered into between MAHARASHTRA METRO RAIL CORPORATION LIMITED and our JV.

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

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

* Delete as applicable

Form-3**Statement of Integrity, Eligibility and Social and Environmental Responsibility**

Reference name of the Bid : ("Name of the work")

("contract number.")

To: ("Contracting Authority")

1. We recognise and accept that MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debar>²;

¹In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW-financed contract.

²In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW-financed contract.

- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) Being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) in the case of a works or goods procurement procedure:
 - i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

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

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

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

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

7 I/We hereby declare we have not been blacklisted or debarred which is in force on the last date of Submission of the Bid,

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

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

or

(ii) any department of Government of Maharashtra.

or

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

7. We, as well as members of our joint venture and our subcontractors authorise MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by MAHARASHTRA METRO RAIL CORPORATION LIMITED/AFD/KfW.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of³ _____

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

Form-4**Organization Chart & Deployment of staff**

The Bidder shall provide with the Bid a complete Schedule of deployment and Organization chart in the table below:

S.No.	Name	Qualification	Designation

Form-5**Method Statement**

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

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract.
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access.
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) [Comments on any offshore or waterfront aspects of the Works.]; e.g. schedule of components to be manufactured off-shore and description of plants to be imported etc.
- (e) Comments on logistics and traffic management *[as may be appropriate]*.
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (h) *[Insert other information, as may be appropriate.]*

Form-6**Works Programme**

1. The Bidder shall submit a Work Plan as a part of the Bid, which shall contain the following:
 - a. Proposed Works Programme.
2. The Bidder's proposed Works Programme shall indicate how the Bidder intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. The Works Programme shall be prepared in terms of weeks from the Commencement Date of Works.
3. The Bidder's Design Submission Programme shall cover the Design phase and include a schedule identifying, describing, cross-referencing and explaining the Design Packages and submissions, which it intends to submit-*Deleted*
4. The Design Submission Programme should take due account of the design coordination interface periods with other Designated Contractors and be consistent with the Works Programme-*Deleted*
5. The Works Programme shall include details as stipulated in [Chapter 2 and 3](#) of the Works Requirements – General Specification, for review by the Engineer.
6. The proposed Works Programme or Programmes shall be developed as a critical path network using the Precedence Diagramming Method and be presented in bar chart and time scaled logic network format and shall clearly show the division of the Works, the start and completion dates for each activity and their inter-relationships and Key Dates. The network must be fully resourced and show the co-ordination with Designated Contractors.
7. The proposed Works Programme shall show achievement of all Key Dates as mentioned in [Section VII-A: Appendix 2B](#).
8. The proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
9. The Bidder should have regard to the possibility, as per Instructions to Bidders that during the bid evaluation period the proposed Works Programme may be developed into a Programme which, in the event of award of the Contract, would be the submission of the Preliminary Works Programme. To facilitate this process the Bidder shall, in the preparation of the proposed Works Programme, take due account of the provisions of Works Requirements in so far as they concern the Works Programme.
10. The proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic in developing the works programme for Construction, EMP works etc.

This narrative statement shall also indicate which elements of the Works, the Bidder intends to carry out off-shore and/or in India with details of the proposed locations of where any such work is to be carried out, the facilities available and/or proposed to be set up. In particular the Bidder must clearly bring out how major activities (specifically the following) are proposed to be executed and explain his ability to mobilize the required plant, machinery and resources for the same.

11. The Bidders' attention is drawn to the Programme Logic Diagrams, which shows the general relationship between the Works under the Contract, Contract periods of Designated Contracts and Key Dates ([Section IX. Particular Conditions Part A – Contract Data ‘Table: Summary of Sections’](#)) (including that for completion of the Works). The logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.

Form-7

Certificate of Compliance

(On Bidder's Letterhead)

This Certificate is issued in the full knowledge that the Technical Proposals submitted by us, are in Clause-by-Clause Compliance with the Works Requirements and other specifications, including Addenda thereon, accompanying the proposal.

**Signed
Authorized Representative**

Seal:

Date:

Form-8**Deployment of Construction Machinery/ Equipment / Systems**

SN	Name of the equipment / system	Min nos. required	Name of manufacturer and address	Year of Manufacture
1	2	3	4	5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Form-9**Quality Assurance Plan**

The Contractor shall establish and maintain a Quality Assurance System in construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Bidder shall submit as part of his Bid an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

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

Overall responsibility for Quality assurance for manufacture, testing, commissioning and DLP shall be with the Consortium member based on whose experience and strength, the Bidder has qualified for this Bid.

Form-10**Outline Safety Assurance Plan**

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

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

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

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

Form-11**Outline Safety, Health and Environmental Plan**

The Bidder shall submit as part of his Bid an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient compliance to the conditions of contract on SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by [Sub-Clause 4.18 of the GC and Clause 14 of PC](#).

The Outline Plan shall be headed with a formal statement of policy in relation to Safety, Health & Environment protection and shall be sufficiently informative to define the Bidder's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with [Sub-Clause 4.18 of the GC and Clause 14 of PC](#).

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

Form-12**Outline Project Management Plan**

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

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

The Bidders shall provide a complete staffing schedule and organization chart as required by [BDSITB 11.4.1.13](#).

The Bidder shall include in its proposals the methods that it shall employ to implement the Employer's requirements for Quality, Safety and Environmental Assurance. These shall include a commentary on how the programmes shall be initiated, maintained and reported, the tests that shall be carried out, and who shall be responsible for controlling and monitoring the programmes.

Bidder Information Form

Date: _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

Form-14

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

Date: _____
ICB No. and title: _____ Page _____
_____ of _____ pages

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

Form-15
(Not applicable to this tender)

Historical Contract Non-Performance, Pending Litigation and Litigation History

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

Bidder's Name: _____
 Date: _____
 JV Member's Name _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

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

Form-16**(Not applicable to this tender)****Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to [ITB 15](#) for the exchange rate**2. Financial documents**

The Bidder shall provide copies of Summary of financial statements certified by Charter Accountant for 5 (*five*) years pursuant Section III, Evaluation and Qualifications Criteria, [Sub-factor 3.1](#).

Form-17**Average Annual Turnover**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Note:

1. Bidders are requested not to attach balance sheets.
2. In support of the above figure bidders are required to attach certificate of Chartered Accountant.

Form-18**Financial Resources**

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

Financial Resources			
No.	Source of financing	Amount (INR)	Amount (US\$ equivalent)
1			
2			
3			

Form-19**Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

General Construction Experience

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

Bidder's Name: _____
 Date: _____
 JV Member's Name _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

* See Section III Evaluation and Qualification Criteria – [Sub Factor 4.1](#)

Note:

In support of the above, bidders are required to enclosed work completion certificate from previous employer.

Specific Construction and Contract Management Experience

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

Bidder's Name: _____
 Date: _____
 JV Member's Name _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

Note:

In support of the above, bidders are required to enclosed work completion certificate from previous employer

Specific Construction and Contract Management Experience (continue.)

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

Notes:

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

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

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

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

Form-22**Form of Bid Security**
(Demand Guarantee)**Beneficiary:** _____**Invitation for Bids No:** _____**Date:** _____**BID GUARANTEE No.:** _____**Guarantor:** _____

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

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

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

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

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

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

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

[signature(s)]

Form 23

Form of Joint Bidding Agreement

(JV/ Consortium Agreement)

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

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

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on the..... day of (.....)

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

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

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

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

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the ‘.....’ (“Works”) for Maharashtra Metro Rail Corporation Limited (Name of Project.....) to be awarded by Maharashtra Metro Rail Corporation Limited (hereinafter referred as “MAHARASHTRA METRO RAIL CORPORATION LIMITED” or “the Company”).

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

WHEREAS MAHARASHTRA METRO RAIL CORPORATION LIMITED desired to engage a contractor for [name of the Works] for Maharashtra Metro Rail Corporation LimitedRail Project.

AND WHEREAS the Consortium of [.....] (insert the names of all the Members)

intends to participate for the Bid, against the Bidding Documents issued to [Insert the name of purchaser of Bidding Document].

AND WHEREAS [Para BDS ITB 4.7](#) of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

Performance Security on behalf of the Consortium, as stipulated in the Bidding Documents.

- 9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
- 10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
- 11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:
.....
.....
- 12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
- 13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
- 14. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] / [the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]
- 15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.
- 16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.
- 17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,

- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Bidder’s legal persona and there is or are no other agreements relating to the Consortium/Bidder’s incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

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

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

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

Witness:

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

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 2)
presence pursuant to the M/s.....
Board of Director’s
resolution dated

.....
(Signature)	(Signature of authorized

Name: representative)
 Designation: Name:
 Place: Designation:
 Date:

WITNESS

1.
 (Signature)
 Name

Designation.....

2.
 (Signature)
 Name

Designation.....

Attested:

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

Place:
 Date:

Common Seal of For and on behalf of
 has been affixed in my/our Consortium Member (Party 3)
 presence pursuant to the M/s.....
 Board of Director's
 resolution dated

.....
 (Signature)
 Name:
 Designation:
 Place:
 Date:

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

WITNESS

1.
 (Signature)
 Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

Form 24**Form of Legal Capacity / Power of Attorney***(Refer ITB20.2)**(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)***Format for Board Resolution****(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of consortium)**

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

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited (MAHARASHTRA METRO RAIL CORPORATION LIMITED) for [*Insert name of the work*] for Maharashtra Metro Rail Corporation Limited.

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

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

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

Notes:

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

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

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the Bidding Documents dated _____ issued by MAHARASHTRA METRO

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

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

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

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

Notes:

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

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

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

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize _____ (name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney, to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Documents dated _____ issued by MAHARASHTRA METRO RAIL CORPORATION LIMITED for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which MAHARASHTRA METRO RAIL CORPORATION LIMITED may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to MAHARASHTRA METRO RAIL CORPORATION LIMITED and providing information / responses to MAHARASHTRA METRO RAIL

CORPORATION LIMITED, representing the Consortium in all matters before MAHARASHTRA METRO RAIL CORPORATION LIMITED, and generally dealing with MAHARASHTRA METRO RAIL CORPORATION LIMITED and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with MAHARASHTRA METRO RAIL CORPORATION LIMITED and thereafter till the expiry of the Contract.

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

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

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

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

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the

local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

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

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

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

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

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

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

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

Bidding Documents.

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

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS:

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

- 1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in

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

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

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

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

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

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

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

(Add in the case of a Consortium)

Our firm is a Member/Lead member of the Consortium of_____,_____and _____

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

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

Dated this day of

Accepted

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

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

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

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

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

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

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

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

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

(Add in the case of a Consortium)

Our firm is a Member of the Consortium of_____,_____and

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

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

Dated this day of

Accepted

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

Attested

.....

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

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

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

Form-25**Letter of Undertaking Regarding Confidentiality of Bid Information**

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

To:**Date:**

Managing Director
Maharashtra Metro Rail Corporation Limited
“Metro Bhawan”, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA
Sub: [“Insert Name of the work”]

Contract No. [“Insert Contract No.”]- Regarding Letter of Undertaking

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

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

Signed:

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

Form-26**Undertaking for Downloaded Bidding Documents**

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal <https://mahametrorail.etenders.in>.

We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by MAHARASHTRA METRO RAIL CORPORATION LIMITED that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by MAHARASHTRA METRO RAIL CORPORATION LIMITED.

Company name

Name

Signature

Postal address

E-mail ID

Phone Fax

Form-27**Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank**

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

SIGNATURE OF BIDDER

Form-28

Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addendum

This is to certify that we, M/s _____ [* Name of the Bidder] have downloaded all Bidding Documents, Corrigendum, Clarifications and Addenda for Contract No. _____ as listed below:

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

SIGNATURE OF BIDDER

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

Note:

Form No. 29**Form of Declaration for non-engagement of any agent,
middleman or intermediary**

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

SIGNATURE OF THE BIDDER

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

@ Strike out whichever is not applicable

Form No.30**Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal**

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

SIGNATURE OF BIDDER

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

Form No.31**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**CONTRACT No. [*“Insert Contract No.”*]****[*“Insert Name of the 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)

Form No.32**Undertaking for obtaining registrations under various fiscal and labour laws**

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking**CONTRACT No. [*“Insert Contract No.”*]****[*“Insert Name of the Work.”*]**

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

I also undertake to indemnify 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)

Form No.33**Declaration of Undertaking**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines⁶. We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country). We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

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

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

(Name of company)

(Signature(s))

⁶ See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries” and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

Form No.-34**Bid Index**

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

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

MAHARASHTRA METRO RAIL CORPORATION LIMITED (NAGPUR METRO RAIL PROJECT)

BID DOCUMENTS

FOR

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

**Tender NO.
N1CRF-04/2022**

PART I: BIDDING PROCEDURE

SECTION V: ELIGIBILITY CRITERIA AND SOCIAL AND ENVIRONMENTAL RESPONSIBILITY



**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA**

Website: www.metro railnagpur.com

Section-V: Eligibility Criteria and Social and Environmental Responsibility

Eligibility in MAHA-METRO/KfW/AFD-Financed Procurement

1. Financing allocated by MAHA-METRO/KfW/AFD has been entirely untied since 1st January 2002. To the exception of any equipment or any sector, which is subject to an embargo by the United Nations, the European Union or France, all goods and services are eligible for MAHA-METRO/KfW/AFD financing regardless of the country of origin of the supplier, contractor, provider or sub-contractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an MAHA-METRO/KfW/AFD-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this MAHA-METRO/KfW/AFD-financed project;
 - iii) are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight against terrorist financing or threat to international peace and security;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of an MAHA-METRO/KfW/AFD-financed contract procurement or performance ;
 - vii) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as

Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this MAHA-METRO/KfW/AFD-financed project

- viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
4. In order to promote sustainable development, MAHA-METRO/KfW/AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for MAHA-METRO/KfW/AFD-financed contracts shall consequently undertake in the Statement of Integrity to:
- i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT)****BID DOCUMENTS****FOR**

Construction Of Subway as RCC Box 1x7x3 Mt. by Pushing Method at Railway's Ch.830 /09-11 Between Khapri-Ajni Station In Lieu Of Existing Level Crossing No.120 at Manish Nagar Crossing under Nagpur-Division Of Central Railway (Re-Tender).

**TENDER NO.
N1CRF-04/2022**

**PART 1: BIDDING PROCEDURE
SECTION VI: AGENCY POLICY – CORRUPT
AND FRAUDULENT PRACTICES**



**Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhawan, East High Court Road (VIP Road),
Infront of Dr. Babasaheb Ambedkar Collage,
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA**

Website: www.metro railnagpur.com

Section VI. Agency Policy - Corrupt and Fraudulent Practices

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 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:

- 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;
- declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

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

(a) Corruption of a public officer means:

- the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
- the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

(b) A *“public officer”* shall be construed as meaning:

- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- any other person defined as a public officer by the national laws of the Employer.

(c) Corruption of a private person means:

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

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

(e) Anti-competitive practices means:

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