

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Thane Integral Ring Metro Project)**

**BID DOCUMENTS
FOR**

Name of work:

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

Tender No. T1-022/ELE-02/2025

**BID DOCUMENT
(Part- 1 to 4)**



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

Website: www.metro railnagpur.com

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 महा मेट्रो THANE METRO	E-TENDER NOTICE MAHARASHTRA METRO RAIL CORPORATION LIMITED (A joint venture of Govt. of India & Govt. of Maharashtra) (THANE INTEGRAL RING METRO PROJECT) Metro Bhawan, EHC Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010 E-mail id: md.nmrcl.tenders@gmail.com Website: www.metrorailnagpur.com Telefax: 0712-2554217, 0712-2553300
<u>National Competitive Bidding (NCB)</u> Tender No. T1-022/ELE-02/2025 Date: 03.11.2025 Name of Work: Modification of 110 KV/220KV EHV D/C overhead lines at A) Ch :14050m near waghbil station and B) Ch: 20950 between Balkum Naka to Balkum Pada station, for Thane Integral Ring Metro Project.	
Key Details:	
Approximate Cost	INR: 68,36,12,037.00 (INR Sixty-Eight Crores Thirty-Six Lakhs Twelve Thousand and Thirty-Seven Only) inclusive of GST.
Completion Period	18 (Eighteen Months) from the date specified in the LOA.
Document on Sale	Documents can be downloaded from 16.00 hrs. On 06/11/2025 to 16.00 Hrs. on 27/11/2025 from https://mahatenders.gov.in/
Cost of Document	INR: 59,000/- (Fifty-Nine Thousand only) (inclusive of applicable GST), non-refundable payable through e-payment by Net Banking , as per procedure given in tender document.
Last date of submission of queries.	Bidder's Queries must be submitted On Dt. 12/11/2025 with subject line as "Prebid Queries for Tender No. T1-022/ELE-02/2025 (Utility Shifting)" through e-mail ID: md.nmrcl.tenders@gmail.com .
Bid Security (EMD)	The Bid Security / EMD amounting to INR: 34,18,060 (Thirty-Four Lakhs Eighteen Thousand and Sixty Only) shall be in the form as mentioned in the Tender Document.
Date & Time of submission of Tender	Online submission shall start from 16.00 Hrs. 21/11/2025 to 16.00 Hrs. on Dt. 27/11/2025 on https://mahatenders.gov.in .
Date & Time of Opening of Tender	On Dt. 28/11/2025 after 16.30 Hours in Procurement Department, 1 st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur - 440010.
Last date of Original EMD/Bid Security to reach to Mahametro	04/12/2025
1. To view this tender notice (NIT), interested bidder may visit the Maha-Metro website www.mahametro.org, or CPPP portal https://eprocure.gov.in 2. Sale of document, e-Payment procedure, submission and other details are available on Maha-Metro tender portal under section in e-tender portal https://mahatenders.gov.in 3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, in no case, will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. 4. Maha-Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.	



Executive Director/Procurement
Maha-Metro, Nagpur

Maharashtra Metro Rail Corporation Limited
(A joint venture of Govt. of India & Govt. of Maharashtra)
Thane Integral Ring Metro Project

Corrigendum-1

Name of Work: Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project..

Tender No.: T1-022/ELE-02/2025

Following Modifications in the NIT shall apply:

Reference	Existing Provision	Revised Provision
NIT Name of Work	Modification of 110 KV/220KV EHV D/C overhead lines at A) Ch :14050m near Waghbil station and B) Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project	Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project
NIT Approximate Cost	INR: 68,36,12,037/- (INR Sixty-Eight Crores Thirty-Six Lakhs Twelve Thousand Thirty-Seven Only) inclusive of GST.	INR: 57,93,32,221/- (INR Fifty-Seven Crores Ninety-Three Lakhs Thirty-Two Thousand Two Hundred Twenty-One Only) exclusive of GST.
NIT Bid Security	The Bid Security / EMD amounting to INR: 34,18,060 (Thirty Four Lakhs Eighteen Thousand and Sixty Only) shall be in the form as mentioned in the Tender Document.	The Bid Security / EMD amounting to INR: 29,00,000 (Twenty Nine Lakhs Only) shall be in the form as mentioned in the Tender Document.

The Tender Document has been drafted accordingly.



Executive Director(Procurement)
Maha-Metro

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**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(THANE INTEGRAL RING METRO PROJECT)****BID DOCUMENTS****FOR****Name of work:-**

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025**PART 1: BIDDING PROCEDURE****THANE METRO****Maharashtra Metro Rail Corporation Limited****Metro Bhawan, East High Court Road (VIP Road),****Near Dikshabhoomi, Ramdaspath, Nagpur-440010,****Maharashtra, INDIA****Website: www.metrotrainnagpur.com**

Part- 1 - Bidding Procedures**Contents****Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
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Preface

This Bidding Document for the Procurement of Works has been prepared by Maharashtra Metro Rail Corporation Limited and is based on the Standard Bidding Document for the Procurement of Works (SBD Works).

Section I: Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

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A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Works' Requirements). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (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 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. Fraud and Corruption**
 - 3.1 The Employer requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
 - 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 Employer 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 Employer.
- 4. Eligible Bidders**
 - 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
 - (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
 - 4.2 A Bidder, and all parties constituting the Bidder, shall have the Indian nationality. A Bidder shall be deemed to have the nationality of India if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of India. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
 - 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding

process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, 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) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with Employer's personnel including personnel of project implementing/executing 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 Employer throughout the procurement process and execution of the contract.
- 4.4 A Bidder or any of the Joint Venture partners or any of its proposed subcontractors shall not have been banned or blacklisted or debarred, which is in force on the last date of Submission of the Bid,
- A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by:
 - a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
 - b. any department of Government of Maharashtra

or

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

- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment, and services to be supplied under the Contract shall be in accordance with Provisions & guidelines of MAKE IN INDIA POLICY 2017 (latest Revision, till final date of submission of Bid). At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, 3, & 4 which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

Part 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria (EQC)

Section IV – Bidding Forms (BDF)

Section V – Eligible Countries (ELC)

Part 2 Requirements

Section VI – Works' Requirements (WRQ)

Part 3 Conditions of Contract and Contract Forms

Section VII – General Conditions of Contract (GCC)

Section VIII – Particular Conditions of Contract (PCC)

Section IX – Contract Forms (COF)

Section X – SHE Manual (SHE)

Part 4 Commercial Package

Section XI – Preamble, Summary of BOQ, BOQ etc

- 6.2 The Invitation for Bids (IFB) / Notice Inviting Tender (NIT) issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids (IFB) / Notice Inviting Tender (NIT).
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries 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 no later than 21 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 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.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter 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 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.

- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, 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 Document in accordance with ITB 6.3. Any modification to the Bidding Document 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.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective 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 in no case 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 two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;

- (f) Technical Proposal in accordance with ITB 16; and
- (g) any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and ITB 14;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
- (d) any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated 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 Document must first price the Employer's design as described in the Bidding Document 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.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Works' Requirements). The method for their evaluation will be stipulated in Section-III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items

and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.

14.5 The prices shall be either fixed or adjustable as specified in the BDS.

(a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.

(b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction 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. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 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 unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.

15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).

15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies in the Schedule of Payment Currencies included in Section 4 (Bidding

Forms).

15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.

15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for

- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, environmental, health and safety (EHS) management plan commensurate with the proposed scope of works, EHS Code of Conduct, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of

17.1 To establish its qualifications to perform the Contract in accordance with Section-III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information

the Bidder

sheets included in Section 4 (Bidding Forms).

- 17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for 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 nonresponsive.
- 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 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.

19. Bid Security/Bid-Securing Declaration

- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon the successful

Bidder's furnishing of the performance security pursuant to ITB 45.

- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned promptly 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, if
- (a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45;
 - (iii) accept the arithmetical correction of its Bid in accordance with ITB 34; or
 - (iv) furnish a domestic preference security, if so required.
- 19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period as stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 20.3 Any amendments such as interlineations, 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

21. Sealing and Marking of Bids

- 21.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.5.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 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 BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.

- 21.5 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 indicated in the BDS.

- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document 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.

24. Withdrawal,

- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or

**Substitution, and
Modification of
Bids**

Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except for withdrawal notices, which do not require copies). 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 for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and

(b) received by the Employer no later than 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 Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

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.

25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. 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 who submitted Bids on time, and posted online when electronic bidding is permitted.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

25.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the

Letter of Price Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids 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 any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. 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 in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 34.
- 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 Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid-Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document 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 Document, 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.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Works' Requirements) have been met without any material deviation, reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 31.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical 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. The adjustment shall be made using the method indicated in Section-III (Evaluation and Qualification Criteria).
- 32. Qualification of**
- 32.1 The Employer shall determine to its satisfaction during the evaluation

the Bidder

of Technical Bids whether Bidders meet the qualifying criteria specified in Section-III (Evaluation and Qualification Criteria).

32.2 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. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities or affiliates.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in Sub-Clause GCC 15.2.1 (g) or Sub-Clause PCC 15.2.1 (h). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

33. Subcontractors

33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.

33.2 If subcontractors are proposed for any of the key activities listed in Section-III (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.

34. Correction of Arithmetical Errors

34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

(a) 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) 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.

(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

34.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

36. Domestic Preference

36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

37. Evaluation and Comparison of Price Bids

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

37.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (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 35;
- (e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;
- (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
- (g) application of all the evaluation factors indicated in Section-III (Evaluation and Qualification Criteria).

37.3 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.

37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section-III (Evaluation and Qualification Criteria).

37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid price, in accordance with ITB 37.2.

38. Abnormally Low bids

38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

38.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the

economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

38.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but 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. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39. Unbalanced or Front-Loaded Bids

39.1 If the Bid, which results in the lowest evaluated Bid Price, is 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 Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) accept the Bid, but require that the total 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 subject to ITB 45.2; or
- (c) reject the Bid and make a similar determination for the next ranked bid.

40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

40.1 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.

41. Notice of Intention for Award of Contract

41.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

42. Award Criteria

42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform

the Contract satisfactorily.

43. Notification of Award

- 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 41.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.
- 43.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.

44. Signing of Contract

- 44.1 The Employer shall send the successful Bidder the Contract Agreement together with or promptly after the issuance of Letter of Acceptance.
- 44.2 Within 35 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

- 45.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.
- 45.2 Failure of the successful Bidder to submit the abovementioned performance security or to sign the Contract Agreement 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.
- 45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

46. Bidding-Related Complaints

- 46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

MAHARASHTRA METRO RAIL CORPORATION LIMITED**(THANE INTEGRAL RING METRO PROJECT)****BID DOCUMENTS
FOR****Name of work:-**

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025**Part 1: Bidding Procedure
Section II: Bid Data Sheet****Maharashtra Metro Rail Corporation Limited****Metro Bhawan, East High Court Road (VIP Road),****Near Dikshabhoomi, Ramdaspath, Nagpur-440010,****Maharashtra, INDIA****Website: www.metro railnagpur.com**

Section II: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) is: <i>T1-022/ELE-02/2025</i>
ITB 1.1	The Employer is: Maharashtra Metro Rail Corporation Limited, Nagpur (Maha Metro)
ITB 1.1	The name of the open competitive bidding (OCB) is: Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project. The number of the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) is: <i>T1-022/ELE-02/2025</i> The number and identification of lots comprising this OCB is: -NA- Document on Sale: Documents can be downloaded from 16.00 hrs. On 06/11/2025 to 16.00 Hrs. on 27/11/2025 from https://mahatenders.gov.in/. Bid Security (EMD): The Bid Security / EMD amounting to INR: 29,00,000 (Rupees Twenty Nine Lakhs Only) shall be in the form as mentioned in the Tender Document. Date & Time of submission of Tender: Online submission shall be between 16:00 Hrs. 21/11/2025 and 16:00 Hrs pn 27/11/2025 on https://mahatenders.gov.in. Date & Time of Opening of Tender: On Dt. 28/11/2025 after 16.30 Hours in Procurement Department, 1st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur - 440010.
ITB 2.1	Funding: Equity Funding
ITB 2.1	The name of the Project is: Thane Integral Ring Metro Project (Thane Metro)

B. Contents of Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, Near Dikshabhoomi, Ramdaspath, East High Court Road (VIP Road), 1st Floor, Procurement Section Nagpur, Maharashtra 440010 India Web page: www.metrorailnagpur.com E-mail: md.nmrcl.tenders@gmail.com
ITB 7.4	Bidders may submit their queries through email on or before 20/11/2025 on md.nmrcl.tenders@gmail.com (with subject line as "Prebid queries for Tender T1-022/ELE-02/2025 (Modification of 110 KV/220KV EHV M/C overhead lines)") OR in hard copy to ED (Procurement) office before the stipulated date & time Prospective bidder may visit the site with due permission of the CPM/NMML-1 & TIRMP. Necessary assistance shall be provided by Maha Metro.

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid the additional documents required to substantiate their eligibility as per Bid Document .
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: 1. NIL
ITB 13.1	Alternative Bids are not permitted.
ITB 13.2	Alternative times for completion shall not be permitted in this tender.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None
ITB 14.1	Add the following to the Sub-clause; "Employer will issue essentiality certificate (EC) under GOI notification (GENERAL EXEMPTION NO. 128) Notfn. No. 84/97-Cus. dt. 11.11.97 as amended by Notfn. Nos. 85/99, 119/99, 75/01, 107/01 and 24/08, 22/14, 44/17 and which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials, which are to be incorporated as a part of the Permanent Works. The Certificate, which certifies the estimated quantities of materials that are to be incorporated into the permanent works will be issued by Maha Metro. The responsibility for obtaining any such exemptions from Competent Authority will remain with the

	supplier/Contractor and the Employer shall not in any way be responsible for admissibility of the claims or eligibility of the supplier/Contractor. The contracting agency will ensure that the total quantity of material for which the essentiality certificate has been issued is procured within the validity period of the EC as no new EC in lieu of the any expired EC will be issued.” “Contractor’s Equipment including essential spare parts therefore, imported by the Contractor for the purpose of executing the Contract, which is not the part of permanent works, shall not be exempted from payments of import duties as applicable in the Country
ITB 14.5	No Price adjustment is applicable to this work
ITB 15.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments under this contract shall be made in INR Only.
ITB 15.4	The rates of exchange shall be the selling rates 7 days prior to the deadline for submission of bids published by RBI (i.e. Reserve Bank of India)
New Sub Clause ITB 17.3	Pursuant to ITB 11.2 (f), the Bidder shall furnish, as part of its Bid documents establishing the conformity to the Bidding Documents of the Works that the Bidder proposes to design, and build under the Contract.
New Sub Clause ITB 17.4	The documentary evidence of the conformity of the Works with the Bidding documents may be in the form of literature, drawings and data, and shall include: a) the documents specified in Section IV (Bid Forms) - Technical Bid; b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer’s Requirements; and c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer’s Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance). The Bidder is responsible to propose and complete work to the Employer’s satisfaction with equivalent or superior quality.
New Sub Clause ITB 17.5	The Bidder shall be responsible for ensuring that any proposed Specialist Subcontractor/Subcontractor complies with the requirements of bidding document.
ITB 18.1	The bid validity period shall be 180 days.
ITB 19.1	(a) A Bid Security is required to be submitted along with the Bid for the amount Rs. 29,00,000 (Rupees Twenty Nine lakhs Only) in form as stated in Sub. Cl. 19.3

ITB 19.2	Not Applicable
ITB 19.3	Replace the Sub-clause with the following; (a) The bid security shall be, at the Bidder's option, in any of the following forms: i. Unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Format provided in the Bidding Documents. (Section-IV: Bidding Forms), or ii. Cash through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (b) A scanned copy of this bid security is to be uploaded online and the bidder should ensure physical submission of the same at the office of the ED/Procurement, Maharashtra Metro Rail Corporation Limited, Metro Bhawan, East High Court Road (VIP road), near Dikshabhoomi, Ramdaspath, Nagpur-440010 within 7 (seven) working days from the time and last date scheduled for submission of Bid online. (c) If the Bidder fails to submit the scanned copy at the aforesaid (b. above) or fails to submit the bid security (b. above), his bid shall not be considered for opening/evaluation & shall be rejected outright. (d) Bankers Detail of Employer (Maha-Metro) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS). Bank Name: State Bank of India Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001 Bank Account Name: Maharashtra Metro Rail Corporation Ltd. Bank Account No.: 35378499419 Bank Account Type: Current Account IFSC Code: SBIN0000432 MICR Code: 440002002 Note: 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). (e) The Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank. (f) Any material or cognizable changes in format of Bid Security Bank Guarantee (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 to reject the Bid Security & disqualify the bid. (g) 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 preferred in this tender).

ITB 19.4	No further instruction.
ITB 20.1	Bid to be submitted online through https://mahatenders.gov.in/ only. No multiple copies required.
ITB 20.2	The bidder shall submit an acceptable authorization within 7 (Seven) days. Further, Add the following: The Bid shall be submitted by bidder, online through https://mahatenders.gov.in/. Details have been described at Annexure-II-A. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: - In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV: Bidding Forms - A notarized Power of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company, LLP company) - A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i), (ii) & (iii) above.
ITB 20.4	Additional Para - 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. - A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium shall be submitted. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of this document. - 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 - The facility on the https://mahatenders.gov.in/ is also available for viewing & downloading the document free of cost.

D. Submission and Opening of Bids

ITB 21.1, 21.2 & 21.3	Bidders shall submit their Bids electronically. Electronic bidding submission procedures shall be as per: Annexure-II-A (Tool Kit for using https://mahatenders.gov.in/) The Bidder shall submit/ upload (through digital signature of authorized person in https://mahatenders.gov.in/) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:- - Physical Sign & seal of bidder on each page of Bid Documents available online is not required. - Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium. - Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice). - Scanned copy of POA of each member & Lead member in case of JV/ Consortium. - 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. - 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. - Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member). - Copy of all financial documents as directed in Section-III. - 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. - 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 https://mahatenders.gov.in along with bid documents. The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on https://mahatenders.gov.in only.
ITB 21.4	Replace clause as - The financial bid shall be submitted in financial envelope/commercial envelope on eTender Portal. - BOQ/Summary sheet provided in the Commercial Envelope/financial envelope

	Section of https://mahatenders.gov.in shall be duly filled up online by bidder. 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. iv. The Total Bid Price includes GST and other Taxes, Duties, Levies, Royalties (if not specifically provided) 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..
ITB 22.1	Replace the sub-clause with the following Bid must be submitted online on https://mahatenders.gov.in/ as bid schedule. Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-A of bid document.
ITB 23	The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.
ITB 24.1, 24.2 & 24.3	i. As the bid process is through https://mahatenders.gov.in, 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. 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. iii. The bidder should further note that in such case of not proceeding with submission of bid, the Bid Security, if paid online, through the E-Tender portal, the same will not be refunded immediately. Such cases shall be dealt separately offline after completion of bidding process.
ITB 25.1	The opening of the Technical Bid shall take place at: Office of the Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Street address: Metro Bhawan, Near Dikshabhoomi, Ramdaspath, East High Court Road (VIP Road), Floor/Room number: 1st Floor, Procurement Section City: Nagpur, Maharashtra ZIP code: 440010 Country: India Date & Time: As per BDS (or as per subsequent revision through corrigendum/ addendum.) The electronic bid (E-tender) opening procedure shall be as under: The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening. No minimum number of bids is required in order to proceed to bid opening. Add following paragraph below the existing paragraph of ITB 25.1: 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. ii. Technical Envelope/ Package of those Bidders who have not submitted Bid

	Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the https://mahatenders.gov.in, their submission treated as non-responsive and no further technical evaluation will be carried out. iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro. iv. After evaluation of Technical Bid received electronically via https://mahatenders.gov.in, 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).
ITB 25.2, 25.3, 25.4	Please refer Annexure-II-A (Toolkit for eTender Portal)
ITB 25.5	The Technical Bid shall be electronically opened using digital signature of authorized Mahametro Officials. Representatives of Bidders who choose to be present may witness the opening. After the evaluation of the Technical Bid in accordance with ITB 27 to 32 the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid. Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened. Result of Technical Evaluation shall be communicated electronically to successful bidders only.
ITB 25.10	A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid. The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present. The Letter of Price Bid and Bill of Quantities shall be electronically opened using digital signature of authorized Mahametro Officials

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
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	other purpose without the permission in writing of the Employer.
ITB 29.1.1 (Additional Para)	Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: i. All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium ii. The complete bid document including all corrigendum/ addendum/ clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the https://mahatenders.gov.in through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium iii. has been accompanied by a valid Bid Security; and 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 v. meets the other aspects of general evaluation as per ITB and BDS.
ITB 32.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted .
ITB 33.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.
ITB 35.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian National Rupees (INR) The source of selling exchange rate shall be: Reserve Bank of India (RBI) The date for the selling exchange rate shall be: 7 days prior to the day of Bid submission; 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 36.1	Make in India Policy shall apply
ITB 38.4 (b)	If bidder's quoted price is lower than the 90% of the estimated cost of the proposed work, Additional Bank Guarantee (APG) at the rate of 10% of the

	difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG). Additional Performance Guarantee (APG) shall be calculated as under:- A=Estimated cost of the work; B=Quoted price by the bidder; Difference of cost, $C=A-B$, if $C > (10\%A)$, then $APG = (C-10\%A) \times 10/100$ 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.
ITB 39	Entire Clause deleted
ITB 41.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 46.1	The Bidder should submit its bid related complaints (if any) in writing to: The Executive Director (Procurement) Maharashtra Metro Rail Corporation Limited Procurement Section, 1st Floor, Metro Bhawan, Near Dikshabhoomi, EHC Road, Ramdaspath, Nagpur, Maharashtra 440010 e-mail: md.nmrcl.tenders@gmail.com
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MAHARASHTRA METRO RAIL CORPORATION LIMITED**(THANE INTEGRAL RING METRO PROJECT)****BID DOCUMENTS
FOR****Name of work:-**

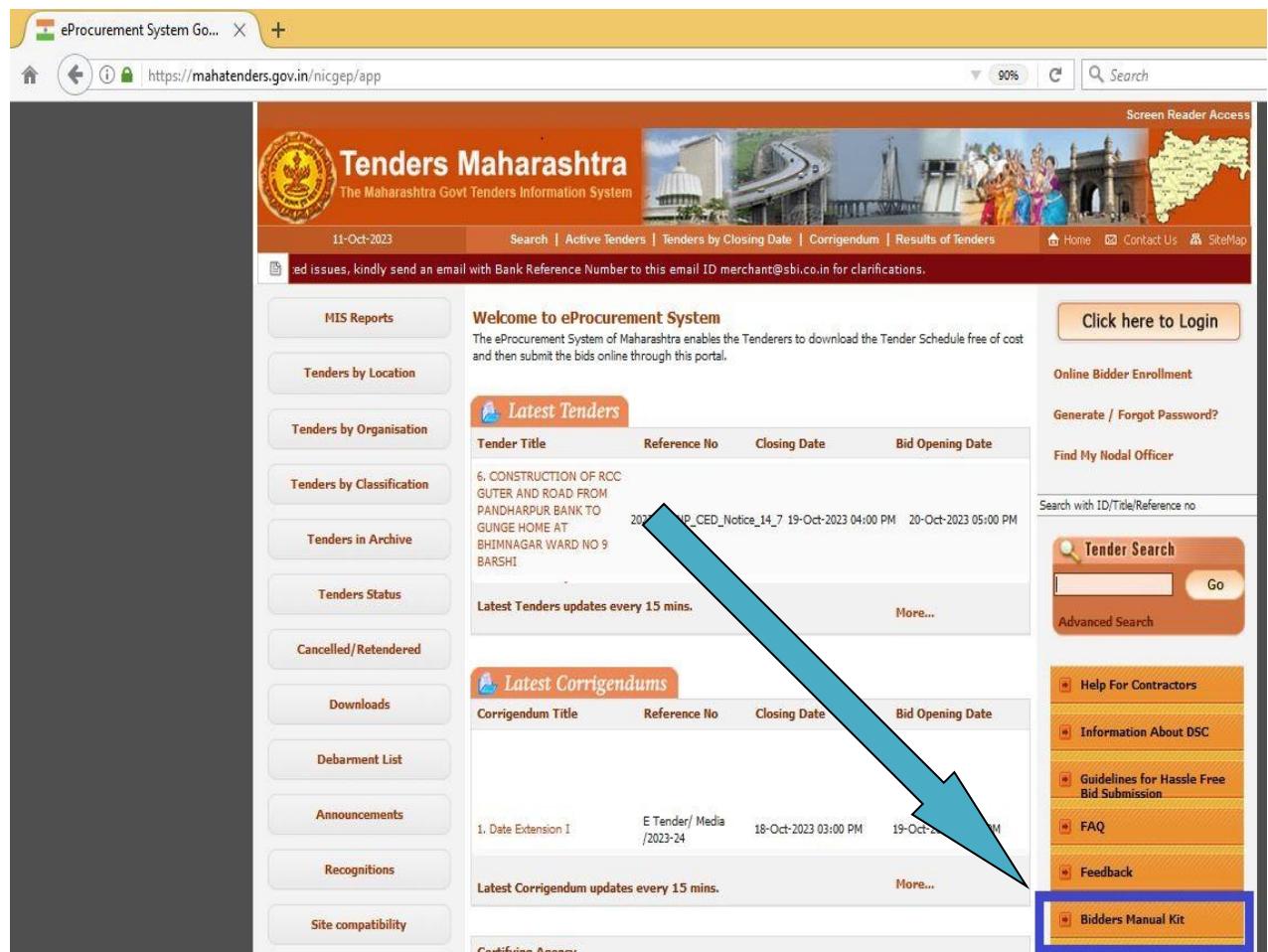
Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025**PART 1: BIDDING PROCEDURE****Maharashtra Metro Rail Corporation Limited****Metro Bhawan, East High Court Road (VIP Road),****Near Dikshabhoomi, Ramdaspath, Nagpur-440010,****Maharashtra, INDIA****Website: www.metrotrainnagpur.com**

E- TENDERING PROCEDURE**Annexure-2A****Tool Kit for using E-Tender Portal of Maha-Metro****Tool Kit for using E-Tender Portal of Maharashtra Government**

- i. The agencies interested to participate in this bid may purchase document online and follow the procedure detailed in Maharashtra Government e-Tendering Portal i.e. <https://mahatenders.gov.in>
- ii. The detailed procedure can be accessed from the below highlighted tab or Click the following link:

<https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>



Section-III: Evaluation and Qualification Criteria

- Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 to ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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2.6 Special Notes regarding Eligibility and Evaluation	

1. Evaluation

In addition to the criteria listed in ITB 37.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section-VI (Works' Requirements) without material deviation, reservation, or omission.

Noncompliance with equipment and key personnel requirements described in Section-VI (Works' Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time: Not Applicable

Since An alternative Completion Time is not permitted under ITB 13.2, this clause is not applicable.

1.3 Technical Alternatives: Not Applicable

Since Technical Alternatives are not permitted under ITB 13.4, this clause is not applicable.

1.4 Specialist Subcontractors: Not Applicable

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.5 Quantifiable Nonconformities and Omissions

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.6 Domestic Preference: Make in India Policy shall apply

1.7 Other Criteria:

Add any other relevant criteria to consider in bid evaluation, such as quality, responsiveness to socioeconomic or environmental objectives, sustainable procurement technical requirements that have been specified in Section 6, special security considerations at site, and Bidder's record of achieving the desired results based on experience and performance history. For each criteria, clearly specify the evaluation methodology, e.g. (i) any relevant requirement specified in Section-VI will be evaluated on a pass/fail (compliance basis), (ii) in addition to evaluating that requirement on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to bid prices for comparison purposes on account of bids that exceed the specified minimum requirements, or (iii) if merit point scoring is applied in the evaluation, the criteria will be one of the technical factors.

1.7.1 Environmental, Health and Safety Management Plan (EHSMP)

Not Applicable to this tender.

1.7.2 Sustainable Procurement

Not Applicable to this tender.

1.7.3 Life Cycle Costs (for Financial Evaluation)

Not Applicable to this tender.

1.8 Multiple Contracts:

If a Bidder as defined in ITB 4.1 submits several successful (lowest evaluated substantially responsive) bids in various tenders published by Mahametro for Thane Integral Ring Metro Project (TIRMP), the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Bid Capacity
- Financial resources,

For this clause, bids for all the tenders related to stations and viaduct called by the Mahametro for Thane Metro shall be considered

2. Qualification:

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.3 Blacklisting

Not having been banned or blacklisted or debarred as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.4 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.2 Historical Contract Non-performance

2.2.1 History of Non-performing Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract did not occur as a result of contractor default since 1 st April' 2020.	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not applicable	Form CON-1

^a Nonperformance, as decided by the Employer, shall include all contracts where (i) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employer's decision was overruled by the dispute resolution mechanism. Nonperformance 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.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration, or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form CON - 1

2.2.4 Declaration: Environmental, Health and Safety Past Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the noncompliance of any environmental, health and safety contractual obligations in the past five years.	Must make the declaration. If the bidder proposes Specialist Subcontract or/s to meet EQC 2.4.2, those Specialist Subcontract or/s must also make the declaration	Not applicable	Each partner must make the declaration. If the bidder proposes Specialist Subcontract or/s to meet EQC 2.4.2, those Specialist Subcontract or/s must also make the declaration	Not applicable	Form CON-2

2.3 Financial Situation**2.3.1 Historical Financial Performance**

Criteria	Compliance Requirements				Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last 5 (Five) Financial Years to demonstrate the current soundness of the Bidder's financial position.					
(a) Bid Capacity The Bidders will be qualified only if their available bid capacity is more than Rs. 58.00 Crores Available bid capacity will be calculated based on the following formula: Available Bid Capacity = 2 x A x N – B Where, A = Maximum of the value of works executed in any one year during the last 05 (five) financial years reckoned up to 31 st March'2024 (Updated to price level of 31 March 2024 assuming 5% (for INR portion) and 2% (for foreign currency portion) inflation per year compounded annually) N = Number of years prescribed for completion of the present work B = Value of existing commitments	Must meet requirement	Must meet requirement	Must meet requirement as per their % share of participation in JV	Not Applicable	Form FIN-2 and FIN-4 with Bid Capacity calculation statement as attachment

as on first day of the month of this Bid submission i.e. for on-going works during completion period of proposed work. (Proportionate value shall be considered if it falls during the financial year)					
(b) Net Worth Net worth of Bidder ending 31 st March'2024 should be minimum INR 19 Crores.	Must meet requirement	Must meet the requirement	Must meet Min. 20% (Twenty %) of the requirement	For Lead Member: Must meet Min. 50% (Fifty %) of the requirement	Form FIN - 1 with attachments
(c) Net Profit The Bidder Must have made Net Profit before tax during atleast two of the last 5 financial years (i.e. FY 2019-20, 20-21, 21-22 & 22-23, 23-24)	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 1 with attachments

2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of INR 77 Crore within the last 5 (five) years Note: Last five years shall be (FY 2019-20, 20-21, 21-22, 22-23, 23-24)	Must meet requirement	Must meet requirement	Must meet Min. 20% (Twenty %) of the requirement	For Lead Member: Must meet Min. 50% (Fifty %) of the requirement	Form FIN - 2 with attachments

2.3.3 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Financial Capabilities (cash flow) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 6 Crore for the subject contract.	Must meet requirement	Must meet requirement	Must meet Min. 20% (Twenty %) of the requirement	For Lead Member: Must meet Min. 50% (Fifty %) of the requirement	Form FIN - 3 with attachments

2.4 Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
A minimum of *Similar Work contracts specified below that have been satisfactorily completed as a prime contractor or joint venture member during last 7 (Seven) years reckoned from the last day of the month previous to the one in which the latest date of the bid submission falls. A) a) One *Similar completed Work costing not less than the amount equal to Rs. 46 Crores; or b) Two *Similar completed Works each costing not less than the amount equal to Rs. 29 Crores; or c) Three *Similar completed Works each costing not less than the amount equal to Rs. 23 Crores and B) Additional Work Experience Requirement: The bidder must have prior experience in the execution or implementation of Emergency Restoration System (ERS) for transmission lines of 110 kV and above voltage levels. Note:- **“Similar work” shall mean execution (construction, shifting, diversion, or height-raising) of EHV (220 kV and above) Transmission Line works with monopole structures, involving supply, erection, testing, and commissioning of transmission lines for a State/ Central Transmission Utility or Licensee.	Must meet requirement Must meet requirement Must meet requirement Must meet requirement	Must meet requirement Must meet requirement Must meet requirement Must meet requirement	***as per JV Member experience ***as per JV Member experience ***as per JV Member experience - NA -	**as per Lead member experience **as per Lead member experience **as per Lead member experience Lead Member Must meet Requirement	

Lead Member experience: Lead member must have experience of minimum One *Similar Completed Work costing not less than the amount equal to INR 29 Crores or must have experience of minimum Two *Similar Completed Work each costing not less than amount equal to INR 23 Crores. *Other Member (JV) experience: Other member of the JV must have experience of at least INR 12 Cr. towards Similar Completed Works from up to two contracts collectively. Maximum number of entities in JV/Consortium should be 3 (three) (Lead Member+ 2 Other Member)					
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2.4.2 Similar Experience

2.4.2 (a) Must be complied with by the Bidder. In case of a Joint Venture Bidder, all the partners must meet the requirement as specified below. For contracts under which the Bidder participated as a Joint Venture partner, only the Bidder's designated scope of works under the contracts shall be considered to meet this requirement.

Table A

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
Minimum experience under similar contracts in the role of Prime Contractor/ JV Member during the period ending 31 st Mar'2025	Must meet requirement 10 Years	Must meet requirement Lead member: 10 Years Other Member: 5 Years	Form EXP – 2 ^a

^a Submission requirements: Form EXP – 2 shall be supported by documents such as Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value. Completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements.

2.4.2. (b) **Requirement regarding Specialist Subcontractor is not applicable**

2.4.3 Requirement regarding Specific Experience in Managing Environmental, Health and Safety Aspects is not applicable

2.5 Organizational Environmental, Health and Safety System

2.5.1 Environmental, Health and Safety Certification (Not Applicable)

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite: 1. Environmental Management Certificate ISO: 14001 2. Quality Management Certificate ISO: 9001/ DNV/ TUV/ JAS-ANZ/ equivalent 3. Health and Safety management certificate ISO 45001	Must meet requirements	Must meet requirements jointly	Form EXP – 4

2.6 Special Notes Regarding Eligibility and Evaluation:

- i. Full (100%) experience for previous works of the JV shall be considered only if the claiming member of the JV had at least 60% share in the previous consortium/JV for the referred work experience. Otherwise, experience shall be considered proportionately, limited to the member's percentage share in the previous JV.
- ii. If any member had less than 20% share in the previous JV/Consortium, their experience shall be treated as that of a non-substantial member and shall not be considered for evaluation.
- iii. A JV/Consortium that has already executed or is currently executing works in any Government/PSU department and meets the eligibility criteria for Similar Work, as defined in Section-III of the Bid Document, may participate with the same JV configuration as a Single Entity.
- iv. The JV/Consortium member with the highest percentage share in the proposed JV shall be designated as the Lead Member.
- v. The claimed experience must be supported by a certificate duly signed and stamped by the Employer. The Bidder shall also provide contact details of the issuing authority for verification purposes.
- vi. The Experience Certificate shall be issued by an authority not below the rank of Executive Engineer / General Manager or equivalent. It must clearly state the Name of the Transmission Line constructed, Voltage Class, Route Length, Conductor Configuration, and Date of Completion.
- vii. Capabilities of Monopole Manufacturer:
 - a. As per CEA Guidelines and directives, specifically Standard Technical Specification, Para 8.1 for Steel Monopole Structures for AC Transmission Lines, Agency shall submit a written declaration confirming the suitability of its galvanizing facility/bath intended for galvanizing the pole sections. Failure to comply with this requirement shall result in summarily rejection of the bid.
 - b. The manufacturer shall possess either an in-house or an approved third-party NABL-accredited testing facility located in India, capable of conducting monopole testing for transmission structures of 220kV and above.
- viii. Due to the critical nature of the work and the constraints associated with the EHV transmission line in the Thane and MMR region—particularly space limitations, adverse site conditions, and the humid environment—all prospective bidders are advised to visit the proposed work site to acquaint themselves with actual site conditions, technical details, configuration of the circuits. The following undertaking must be submitted along with the bid.

Format for Undertaking Regarding Site Visit
(To be submitted on the Bidder's Letterhead)

Date: _____

To

[Name & Address of the Employer]

Sub: Undertaking for Site Visit and Familiarity with Site Conditions

Ref: Tender No. _____ dated _____

Name of Work: _____

Dear Sir/Madam,

We, the undersigned, hereby confirm that we have visited the proposed site of the above-mentioned work located in the Thane and MMR region, as per the requirement mentioned in the tender document.

We have thoroughly inspected the site and have acquainted ourselves with all relevant conditions, constraints, and challenges, including but not limited to space limitations, access issues, humidity and weather conditions, and any other factors that may affect the execution of the work.

We undertake that we are fully aware of the actual site conditions and that no claim, whatsoever, shall be made by us at any stage on account of lack of knowledge or understanding of the site conditions.

Thanking you,

Yours faithfully,

For and on behalf of: _____
(Authorized Signatory)

Name: _____

Designation: _____

Contact No.: _____

Seal of the Company/Firm

Section-IV: Bidding Forms

- Without Prequalification -

This section contains the forms to be completed by the Bidder and submitted as part of its Bid.

Table of Forms

Letter of Technical Bid
Letter of Price Bid
Bid Security
Bid-Securing Declaration
Affiliate Company Guarantee

Technical Proposal

- TP. 1. Personnel
 - Form PER-1: Proposed Personnel
 - Form PER-2: Resume of Proposed Personnel
- TP. 2. Equipment
- TP. 3. Site Organization
- TP. 4. Method Statement
- TP. 5. Mobilization Schedule
- TP. 6. Construction Schedule/ Works Programme
- TP. 7. Environmental, Health and Safety Management Plan (EHSMP)
- TP. 8. Environmental, Health and Safety Code of Conduct
- TP. 9. Health and Safety CoViD-19 Management Plan

MahaMetro Forms

- MahaMetro-1: Certificate of Compliance
- MahaMetro-2: Quality Assurance Plan
- MahaMetro-3: Outline Safety Assurance Plan
- MahaMetro-4: Form of Joint Bidding Agreement
- MahaMetro-5: Form of Legal Capacity / Power of Attorney
- MahaMetro-6: Letter of Undertaking Regarding Confidentiality of Bid Information
- MahaMetro-7: Undertaking for Downloaded Bidding Documents*
- MahaMetro-8: Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank
- MahaMetro-9: Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addendum
- MahaMetro-10: Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal
- MahaMetro-11: Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due

- MahaMetro-12: Undertaking for obtaining registrations under various fiscal and labour laws
MahaMetro-13: Format for Power of Attorney
MahaMetro-14: UNDERTAKING OF AUTHORIZED SIGNATORY
MahaMetro-15: Bid Index
MahaMetro-16: Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV/Consortium)

Bidders Qualification

- Form ELI – 1: Bidder's Information Sheet
Form ELI – 2: Joint Venture Information Sheet
Form CON – 1: Historical Contract Nonperformance
Form CON – 2: EHS Performance Declaration
Form FIN – 1: Historical Financial Performance
Form FIN – 2: Average Annual Turnover
Form FIN – 3: Availability of Financial Resources
Form FIN – 4: Financial Requirements for Current Contract Commitments
Form FIN – 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources
Form EXP – 1: Contracts of Similar Size and Nature
Form EXP – 2: Construction Experience
Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects
Form EXP – 4: Environmental, Health and Safety Certification
Form EXP – 5: Environmental, Health and Safety Documentation
Form EXP – 6: Environmental, Health and Safety Dedicated Personnel

Schedules

- Schedule of Payment Currencies
Schedule of Cost Indexation
Tables of Adjustment Data
Bill of Quantities

Letter of Technical Bid**-Note-**

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

OCB No.:

Invitation for Bid No.:

To,

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8. We accordingly offer to design, execute, and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and in conformity with the terms and conditions contained in the Contract.
- (b) We acknowledge that we have read and understand policy in regard to corrupt and fraudulent practices as set forth in Section V.
- (c) We offer to execute in conformity with the Bidding Documents the following Works: [insert narrative]
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [insert bid validity period as specified in ITB 18.1 of the BDS] days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____
- (g) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (h) We further certify that neither we nor any other member of our joint venture or any of our subcontractors have been banned or blacklisted or debarred, which is in force on the last date of Submission of the Bid,

- A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by:
- a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
 - b. any department of Government of Maharashtra
- or

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

If so temporarily suspended, debarred, declared ineligible:

- (i) Name of Institution: _____
 - (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [start and end date]: _____
 - (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____
- (i) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
 - (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 - (iii) Resolution [i.e. dismissed; settled; or convicted/duration of penalty]: _____
 - (iv) Other relevant details [please specify]: _____
- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive payments through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
 - (ii) Jurisdiction of the restriction: _____
 - (iii) Other relevant details: _____
- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.¹

Name of Recipient	Address	Reason	Amount
.....			
.....			

- (m) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (j), (k), (l), (m), (n) and (o) of this Letter of Technical Bid.
- (n) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²
- (o) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (p) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit the Employer or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (q) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (r) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (s) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Works' Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (t) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with policy in regard to corrupt and fraudulent practices as set forth in Section V.

¹ If none has been paid or is to be paid, indicate "None".

² Use one of the two options as appropriate.

Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Bid for and on behalf of [insert complete name of the Bidder]

Date: [insert date of signing]

Letter of Price Bid

-Note-

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

OCB No.:

Invitation for Bid No.:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8. We accordingly offer to design, execute, and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and in conformity with the terms and conditions contained in the Contract.
- (b) We acknowledge that we have read and understand policy in regard to corrupt and fraudulent practices as set forth in Section V.
- (c) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. [insert narrative]
- (d) The total price of our Bid is indicated in the **Financial Bid Section on the eTender Portal**.
- (e) Deleted
- (f) Our Bid shall be valid for a period of [insert bid validity period as specified in ITB 18.1 of the BDS] days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit the employer or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the employer. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with policy in regard to corrupt and fraudulent practices as set forth in Section V.

Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Bid for and on behalf of [insert complete name of the Bidder]

Date: [insert date of signing]

Bid Security

Bank Guarantee

[Bank's name, and address of issuing branch or office]³

Beneficiary: Maharashtra Metro Rail Corporation Limited

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

Date:

Bid Security No.:

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [please specify] (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids (IFB) / Notice Inviting Tender (NIT) No. [please specify] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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. 758.⁴

.....
[Authorized signature(s) and bank's seal (where appropriate)]

³ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁴ Or the employer may use "Uniform Rules for Demand Guarantees (URDG) ICC Publication No. 458" as appropriate.

Bid-Securing Declaration

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

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

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration for the agencies registered as MSE (Micro and Small Enterprises).

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert number of years as indicated in ITB 19.2 of the BDS] starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

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

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

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

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of the Bidder]

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

Corporate Seal [where appropriate]

Affiliate Company Guarantee

(Not applicable to this Tender)

Name of Contract/Contract No.: _____

Name and Address of Employer:

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

[together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... Signed by:

[signature]

[signature]

[name]

[name]

[position in parent/subsidiary company]

[position in parent/subsidiary company]

Date:.....

NOTE

If permitted in accordance with ITB 32.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity or affiliate that the Bidder submits for consideration of the Employer in determining its qualifications.

Technical Proposal

- TP. 1. Personnel
- TP. 2. Equipment
- TP. 3. Site Organization
- TP. 4. Method Statement
- TP. 5. Mobilization Schedule
- TP. 6. Construction Schedule
- TP. 7. Environmental, Health and Safety Management Plan (EHSMP)
- TP. 8. Environmental, Health and Safety Code of Conduct
- TP. 9. Health and Safety CoViD-19 Management Plan

TP1: Personnel**Form PER – 1: Proposed Personnel**

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate in line with the requirement specified in Part-II Works' Requirement:

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

NOTE

All titles of positions will be as listed in Section 6 (Works' Requirements).

Form PER – 2: Resumé of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position listed in PER-1

Position		
Personnel information	Full Legal Name	Date of Birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of Government ID	ID number
	Attach a copy of ID to this form	
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience

TP2: Equipment**Deployment of Machinery/ Equipment / Systems**

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Works' Requirements), in the table below.

SN	Name of the Machinery/ 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.				
...n				

A separate sheet in the following format shall be prepared for each item of equipment listed or for alternative equipment proposed by the Bidder in line with the requirement specified in Part-II Works' Requirement:

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

TP3: Site Organization

Bidder's Name:- _____

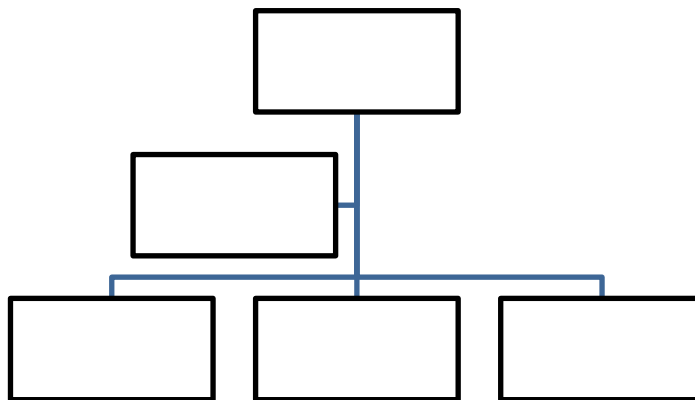
Tender No.: _____

Name of Work: _____

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

A. Deployment of staff

S.No.	Name	Qualification	Designation
1			
2			
3			
4			
.....n			

B. Organization Chart

TP4: Method Statement:

Method Statement

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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) The type of Superstructure proposed to be adopted may be submitted in detail (applicable for D&B viaduct work)
- (i) [Insert other information, as may be appropriate.]

TP5: Mobilization Schedule

The Mobilization Schedule should reflect the no-objection request and approval step for Site-Specific Environmental, Health and Safety Management Plan as per Contract Conditions.

TP6: Construction Schedule / Works Programme

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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.
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.
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 given in PCC.
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 (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.

TP7: Environmental, Health and Safety Management Plan (EHSMP) ⁵

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Works' Requirements).

⁵ For projects categorized as Category C for environment for which no EMP has been prepared, this subsection should be omitted. Nagpur Metro Rail Project Phase-2 is categorized as Category-A for environment.

TP8: Environmental, Health and Safety Code of Conduct**Environmental, Health and Safety Code of Conduct for Contractor's Personnel Form****NOTE TO BIDDER**

The minimum content of the EHS Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.

**ENVIRONMENTAL, HEALTH AND SAFETY
CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL**

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health and safety risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health and safety risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT

Any violation of this EHS Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination of the employment/engagement contract and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS Code of Conduct, I can contact [enter name of Contractor's contact person(s) with relevant experience] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: [day month year]: _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: [day month year]: _____

TP9: Health and Safety CoViD-19 Management Plan

Bidder shall submit a comprehensive Health and Safety CoViD-19 Management Plan in accordance with relevant regulations and guidelines on CoViD-19 prevention and Control (*issued by Govt. of India (Gol) or World Health Organization (WHO)*). Absence of or incomplete submission may result in rejection of the bid.

MahaMetro-1: Certificate of Compliance

(On Bidder's Letterhead)

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

This Certificate is issued in the full knowledge that the Bid for the above referred work including the Technical Proposals submitted by us, are in Clause-by-Clause Compliance with the provisions of Bid Document i.e ITB, BDS, EQC, Works Requirements and other specifications, including Addenda/Corrigenda etc. thereon, accompanying the proposal.

Signed
Authorized Representative

Seal:**Date:**

MahaMetro-2: Quality Assurance Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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 construction / manufacture, testing, commissioning and DLP shall be with the bidder or jointly and severally of each member in case of JV/Consortium.

MahaMetro-3: Outline Safety Assurance Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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, construction / 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.

MahaMetro-4: Form of Joint Bidding Agreement*(JV/ Consortium Agreement)*

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

FORM OF JV/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 Limited Rail Project.

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

AND WHEREAS Para BDS ITB 4.7 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 Bidderby 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
has been affixed in my/our
presence pursuant to the
Board of Director's resolution
dated

For and on behalf of
Consortium Member (party 1)
M/s.....

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

Name:
Designation:

Witness:

1.
(Signature)
Name

Designation.....

2.

(Signature)

Name

Designation.....

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

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

.....
(Signature)

Name:

Designation:

Place:

Date:

WITNESS

.....
(Signature of authorized
representative)

Name:

Designation:

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

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

Place:

Date:

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

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

.....
(Signature)

Name:

.....
(Signature of authorized
representative)

Name:

Designation:
Place:
Date:

Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

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

Place:
Date:

MahaMetro-5: Form of Legal Capacity / Power of Attorney*(Refer ITB20.2)**(To be forwarded on the letterhead of the Bidder or Lead Member of JV/Consortium, as the case may be)***Format for Board Resolution****(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of JV/Consortium)**

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 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/Directors of Bidding entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming 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, 2013 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.

Or

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

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 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, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **JV/Consortium Agreement** as per the format annexed to the aforesaid Bidding Documents with _____ (insert the name and address of the other **JV/Consortium** members).

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

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, _____, 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/Directors of Bidding entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Directors of the Bidding Entity.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board

Resolution is not required to be legalized by the Indian Embassy if it carries a conforming 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, 2013 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 JV/Consortium (applicable in case the Bidder is a JV/Consortium)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 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 **JV/Consortium** with _____ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **JV/Consortium** Agreement as per the format annexed to the aforesaid Bidding Documents with _____ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize _____ (name and registered office address of the **Lead Member**), which is one of the Members of the **JV/Consortium**, to act as the **Lead Member** of the aforesaid **JV/Consortium** and also as true and lawful attorney, to do in the name and on behalf of the **JV/Consortium**, all such acts, deeds and things necessary in connection with or incidental to submission of **JV/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 **JV/Consortium** in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation

Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of 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 on 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/Directors of Bidding Entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming 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, 2013 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 JV/Consortium (other than the Lead Member) in favour of the Lead Member of Bidding Entity

WHEREAS Maharashtra Metro Rail Corporation Limited, (the Company) has issued the Bidding Documents on _____ / Tender No. 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 **JV/Consortium** have agreed under the **JV/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 **JV/Consortium** for all matters regarding the Bidding Documents and the Bid;

AND WHEREAS pursuant to the terms of the Bidding Documents and the **JV/Consortium** Agreement, we, the Members of the **JV/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 **JV/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 JV/Consortium's Bid in response to the *Bidding Document dated / Tender No* _____ 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 **JV/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)

Signature of Executant

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 Appostille 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 of JV/Consortium
POWER OF ATTORNEY

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

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

Know all men by these presents, We(name and address of the registered office of the Bidding Company or Lead Member of the Bidding **JV/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 the bid and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

(Add in the case of a **JV/Consortium**)

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

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

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

Dated this day of

Accepted

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

Attested
.....
(Signature of the executant)

(Name, designation and address of the executant)

.....
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 and notarised with Notary Public . Foreign companies submitting Bids are required to follow the applicable law in their country)

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

Know all men by these presents, We(name and address of the registered office of the Member of the **JV/Consortium**, 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 bid document and execute the Contract Agreement and any other requisite document in our name and our behalf for *Tender No. '.....' [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.
Signature of executant
duly authorized by the Board to issue such Power of Attorney (As per board resolution)

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

MahaMetro6: 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 BDS 26.4)

To:**Date:**

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

Ref:-

Bidder's Name:

Tender No. :

Name of Work:-

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)

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

MahaMetro 7: Undertaking for Downloaded Bidding Documents

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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://mahatenders.gov.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

Address of correspondence

E-mail ID

Phone Fax

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

MahaMetro 8: Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

MahaMetro 9: Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addendum

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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 JV/Consortium, to be submitted by the Authorized representative of the Lead Member.

MahaMetro 10: Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

This is to certify that we, M/s _____ [*Name of the company/JV/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.

MahaMetro 11: Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

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

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

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

MahaMetro 12: Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

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

MahaMetro 13: Format for Power of Attorney

(Applicable if bidder is a Partnership firm/ Private limited company /Limited company and participating as sole / single entity bidder)

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

(Power of Attorney to be provided by the Bidder Company/ Bidder 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 Bidder) do hereby constitute, appoint and authorize Mr./Ms.....S/o..... (name and residential address) who is presently employed with us and holding the position of as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [Name of the work] for Nagpur Metro Rail Project of Maha-Metro in response to the Bid (Tender No.)issued by Maharashtra Metro Rail Corporation Limited (the Employer) including signing and submission of the Bid and all other document 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 Document. 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 Document 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.

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

Signed by the within named [Insert the name of the Firm/company/bidding entity] through the hand of

Mr.....

Name of the Executant)

Duly authorized by the Board to issue such Power of Attorney by board resolution Dt.....
(Copy enclosed)

Dated this _____ day of Accepted.....

Signature of the POA holder)

(Name, designation and address of the POA holder)

Attested

.....
(Signature & Seal / stamp 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 document 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 document and document 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).

MahaMetro 14: UNDERTAKING OF AUTHORIZED SIGNATORY**(If bidder is sole & Proprietorship firm)***(To be typed on INR: 100 Stamp Paper & notarized by Notary Public)*

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

1. I, _____ Son/Daughter of Shri. _____ Proprietor of M/s _____ competent to sign the declaration and execute this bid and agreement in event of award.
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender & forfeiture of my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor)

Full Name:

Date:

Place:

Seal:

Signature & Seal of Notary Public

Note:

1. The above declaration shall be notarized by notary public

MahaMetro 15: Bid Index

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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.

MahaMetro 16: Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV/Consortium)

(On each Firm's Letter Head)

Dt.-----

To,

THE MANAGING DIRECTOR,

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, East High Court Road (VIP Road),

Near Dikshabhoomi, Ramdaspeth, Nagpur-440010,

Maharashtra, INDIA

Sir,

Regarding:

Tender No.: _____

Name of Work: _____

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

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

'This JV/CONSORTIUM is led by *(Name of lead member)*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 and 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/CONSORTIUM)..... 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/CONSORTIUM.

*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

Bidders Qualification

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

Form ELI - 1: Bidder's Information Sheet

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name of Work: _____

S.No.	Description	Information
1	Bidder's name Type of Bidder: Single Entity / JV	
	Legal Status of the bidder (<i>or Legal Status of all the members in case of the JV</i>): (Proprietorship, Partnership, Pvt. Ltd. Company, Limited Company, etc)	
2	In case of Joint Venture /Consortium, name of each member & a separate information form for each member shall be filled & enclosed.	
3	Bidder's country of registration: <i>[indicate country of Constitution]</i>	
4	Bidder's legal address [in country of registration]:	
5	Bidder's year of incorporation:	
6	Core Business	
7	Principal place of business	
8	Contact No. Of main Office at Principal place of business.	
9	Bidder's Present Address of Correspondence:	
10	E-Mail ID	
11	Bidder's authorized representative's information (As per POA / Declaration of authorized signatory)	
12	Name:	

13	Designation	
14	Address	
15	Telephone No.	
16	Mobile No.	
17	E-Mail ID	
18	PAN NO.(If Indian bidder)-Copy to be enclosed	
19	GST No. (If Indian bidder)-Copy to be enclosed	
20	Attach copies of original documents of following	
	Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.	
	(b) In case of JV/Consortium, letter of intent to form JV/Consortium or JV/Consortium agreement, in accordance with ITB 4.1.	
	(c) In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer	
21	Power of Attorney in favour of authorized signatory supported by board resolution	
22	A list of Board of Directors with DIN No., and the beneficial ownership.	

Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents: 1) Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2) Authorization to represent the firm named above, in accordance with ITB 20.2. 3) In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.			

Form CON - 1: Historical Contract Non-performance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section-III (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Bidder/Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts

Choose one of the following:			
☐ No nonperforming contracts.			
☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (INR equivalent)	Total Contract Amount (INR equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration

Choose one of the following:			
☐ No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.			
☐ Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claims in INR Equivalent	Value of Pending Claims as a percentage of Networth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

NOTE

Table 2 of this form shall only be included if Criterion 2.2.3 of Section-III (Evaluation and Qualification Criteria) is applicable.

Form CON – 2: EHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section-III (Evaluation and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

**Environmental and Health and Safety Performance Declaration
in accordance with Section-III (Evaluation and Qualification Criteria)**

- ☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Section-III (Evaluation and Qualification Criteria), Criterion 2.5.
- ☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Section-III (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:
- ☐ **Declaration of request for replacement of Key Environment, Health and Safety Personnel:** The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section-III (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:
- ☐ **Declaration of past fatality resulted from EHS issues on site:** The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Section-III (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
...	...	[list all applicable contracts]	...

Performance Security called by an employer(s) for reasons related to EHS performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]	[insert amount]
Key EHS personnel replacement requested by the Employer for reasons related to EHS performance		
Year	Contract Identification and Reasons	Personnel replacement action and results
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for requesting for replacement: [indicate main reason(s)]	[insert description]
Fatality due to EHS issues on Site		
Year	Contract Identification	Follow-on actions taken by the contractor
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Description of fatality event: Causation:	[insert description]

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Bidder/Joint Venture Partner: _____

Financial Data for Previous 5 (Five) Years [INR Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 5 (Five) years, as indicated above, complying with the following conditions:

- 1) Unless otherwise required by Section-III of the Bidding Document, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- 2) Historical financial statements must be audited by a Statutory Auditor/ certified accountant.
- 3) Historical financial statements must be complete, including all notes to the financial statements.
- 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 5) In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2022 shall be treated equivalent to the data of FY 2022-23 and so on.
- 6) All the Financial Forms must be supported by the Statements issued by Statutory Auditor and with UDIN

Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Bidder/ Joint Venture Partner: _____

Annual Turnover Data for the Last 5 Years			
Year	Amount Currency	Exchange Rate if the currency in the Certificate is not INR	INR Equivalent

Average Annual Turnover

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for its current contract commitments, and the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Bidder/ Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Bank CC & OD	
4	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Bidder/ Joint Venture Partner: _____

Current Contract Commitments							
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X/Y)	Commitment for the proposed contract period
1							
2							
3							
4							
....n							
Total						INR.....	INR.....

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (INR equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section-III)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC $\geq$ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	#Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)					

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)					
Each Partner:					
_____ (Name of Partner 1)					
_____ (Name of Partner 2)					
_____ (Name of Partner 3)					
All partners combined	$\sum D$ = Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____		

#Requirement for the Subject Contract = (Estimated Contract Value as per NIT $\div$ Contract Period in months)

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section-III (Evaluation and Qualification Criteria)		

Form EXP – 2: Experience

Fill out one (1) form per contract in support of complying requirement under 2.4.2 (a). Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate.

Bidder/ each member of the JV must fill out this form.

Bidder/JV Member:

Contract with Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of major items involved in the work		

Form EXP—3: Specific Experience in Managing Environmental, Health and Safety Aspects**(Not applicable to this Tender)**

Fill out one (1) form per contract.

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

1. Key Requirement no 1 in accordance with Criterion 2.4.3 of Section-III: _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in Joint Venture ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			INR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Criterion 2.4.3 of Section-III: _____

3. Key Requirement no 3 in accordance with Criterion 2.4.3 of Section-III: _____

Form EXP – 4: Environmental, Health and Safety Certification**Please provide the following information:**

Availability of the following valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

Sr. No	Certificate	Whether attached (Yes / No)
1	Quality management certificate ISO 9001	
2	Environmental management certificate ISO 14001	
3	Health and Safety management certificate ISO 45001	

Form EXP – 5: Environmental, Health and Safety Documentation**(Not applicable to this Tender)**

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. ~~Existence of an Ethics Charter.~~
2. ~~Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.~~
3. ~~Existence of official company procedures for the management of the following relevant points.~~

[Select 3-5 that apply for the worksite from below options- as per Section 2]

- ☐ ~~EHS resources and facilities and EHS monitoring system;~~
- ☐ ~~Project Areas management information (base camps, quarries, burrow pits, storage areas);~~
- ☐ ~~Health and Safety on worksites policy and related guidance;~~
- ☐ ~~Local recruitment and EHS trainings of local staff/subcontractors/local partners;~~
- ☐ ~~Community stakeholder engagement practice;~~
- ☐ ~~Traffic management practice;~~
- ☐ ~~Hazardous products management practice;~~
- ☐ ~~Waste management practice;~~
- ☐ ~~Protection of water resources;~~
- ☐ ~~Biodiversity protection practices;~~
- ☐ ~~Site rehabilitation and revegetation practice;~~
- ☐ ~~Local cultural heritage protection practice;~~
- ☐ ~~Erosion and sedimentation practices; and~~
- ☐ ~~Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19, etc.)~~

Form EXP – 6: Environmental, Health and Safety Dedicated Personnel**(Not applicable to this Tender)**

Please provide CV [Form PER-2] of the in-house personnel of the main contractor/Joint Venture partners for the EHS positions specified in Section 6 (Works' Requirements):

- ☐ ~~Environmental Specialist~~
- ☐ ~~Health and Safety Specialist~~

Schedules

(Not applicable to this tender)

Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

Name of Payment Currency	A	B	C	D
	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Net Bid Price				100.00
Provisional Expressed in Sums Currency Local	To be entered by the Employer	1.00	To be entered by the Employer	
BID PRICE				

NOTE

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Schedule of Cost Indexation

Adjustment Data i.e. weightings (coefficients), current cost indices, base cost indices and *the formulae for Price Adjustment etc. shall be as per Cl. 13 of the PCC*

Following Table-A and table-B are not applicable to this tender.

Tables of Adjustment Data

Table A - Local Currency Payment

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Proposed Weighting
L: Labor	Nonadjustable	—	—	a: 0.15
E: Equipment				b: _____
M1: Material 1				c: _____
M2: Material 2				d: _____
...etc...				e: _____
Total				1.00

To be entered by the Employer

To be entered by the Bidder. (Employer may prescribed the range of weighing)

Table B - Foreign Currency Payment

Name of Currency: [Insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency such as #1, #2 and #3]

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Proposed Weighting
L: Labor	Nonadjustable	—	—	a: 0.15
E: Equipment				b: _____
M1: Material 1				c: _____
M2: Material 2				d: _____
...etc...				e: _____
Total				1.00

To be entered by the Bidder

To be entered by the Bidder. (Employer may prescribed the range of weighing)

NOTES

As per GCC 1.1.4, "Base Date" means the date 28 days prior to the latest date for submission of the bid.

For a given currency, the "Source of Index" should be issued or published within the country to which the currency relates.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

Bill of Quantities

(Refer **Part-IV: Financial Package** of the Bid Document)

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(THANE INTEGRAL RING METRO PROJECT)

BID DOCUMENTS FOR

Name of work:-

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025

Part 1: Bidding Procedure
Section V: Corrupt & Fraudulent Practices



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

Section V

Policy Regarding Corrupt and Fraudulent Practices

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

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

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

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

(a) Corruption of a public officer means:

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

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

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

(c) Corruption of a private person means:

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

- the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

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

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Thane Integral Ring Metro Project)
BID DOCUMENTS
FOR

Name of work:

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025

**PART 2: WORK REQUIREMENT
SECTION VI - SCOPE OF WORK**



THANE METRO

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, East High Court Road

(VIP Road), Near Dikshabhoomi,

Ramdaspath, Nagpur-440010,

Maharashtra, INDIA

Website: www.metro railnagpur.com

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Section VI - Scope of Work & Technical Specifications

1. Scope -

Introduction: The proposed corridor of Thane Ring Metro consists of 29 KM viaduct and 22 nos of stations and Kasarvadavali Depot having 2x25 KV OHE traction system. 110/220 KV MC/DC EHV lines crossing the proposed corridor of Thane Ring Metro at 3 locations including Depot area and height of the these EHV lines needs to be raised above OHE traction system with required clearance as per relevant codal provisions & MSETCL standards.

Supply and installation of Mono Poles, foundation, erection, de-stringing, restringing and allied works for height raising of 220 KV D/C Colourchaim-Temghar transmission line from LOC no. 12 to 16, 110/220 KV M/C Wada-Khamba transmission line from ex. LOC no. 122 to ex. LOC no. 128

- 1.1. a) The supply of 110 / 220 kV (Multi-circuit) monopoles, conductors, insulators, hardware accessories, and earth wire, including 0.4 ACSR Zebra conductor for the 220 kV line and ACSR Panther conductor for the 110 kV line, along with all related fittings. Further, the work also includes the erection and installation of monopoles and accessories, stringing, sagging, and clamping of conductors and earth wire, as well as excavation, foundation, and concreting works as required. The contractor shall also carry out modification and diversion of the existing 110/220 kV EHV multi-circuit overhead lines, including de-stringing and dismantling of existing conductors wherever necessary. The works is to be executed at at Ch. 14050 near Waghbil Station to Kasarvadavali Depot area, Kasarvadavali Depot. However, Site may be visited and surveyed before the bidding, this should be as per MSETCL requirement and GTP approval.
- b) The supply of 220 kV (Double-circuit) monopoles, conductors, insulators, hardware accessories, and earth wire, including 520 sq.mm HTLS ACCC Drake conductor along with all related fittings. Further, the work also includes the erection and installation of monopoles and accessories, stringing, sagging, and clamping of conductors and earth wire, as well as excavation, foundation, and concreting works as required. The contractor shall also carry out modification and diversion of the existing 220 kV overhead lines, including de-stringing and dismantling of existing conductors wherever

necessary. The works are to be executed at Ch. 21250 near Balkum Pada, between Balkum Naka and Balkum Pada Station. The contractor shall be responsible for completing all associated works, including testing and commissioning of the modified and newly erected lines, together with any other miscellaneous material, works, or costs that may be required for the actual execution and successful completion of the contract, to the satisfaction of the Engineer-in-Charge. However, Site may be visited and surveyed before the bidding, this should be as per MSETCL requirement and GTP approval.

- 1.2. Contractor shall carry out the necessary site survey such as topography survey, Geotechnical Investigation, Utility identification, etc., as required for the planning & execution of the works.
- 1.3. All issues regarding ROW & Clearances from Govt. authorities, if required.
- 1.4. Contractor shall take delivery of stubs, earthing sets, Monopoles materials, line materials etc. at site stores as specified in tender. The safety and security of materials will be the sole responsibility of contractor.
- 1.5. Stub-Setting, concreting, reinforcement including supply of cement and steel and other materials required for concreting and reinforcement items as indicated in enclosed schedule and curing etc. including supply of water.
- 1.6. Earthing – As per MSETCL/Maha-Metro approved earthing system.
- 1.7. Erection of 110/220 KV Multi circuit Monopoles including tightening & punching of Nuts and Bolts and tack welding for two sections.
- 1.8. Protection of monopoles footing works like Rubble soling, Stone pitching, back filling etc.
- 1.9. Multi/ Double Circuit Stringing & Destraining / Restraining of conductor & earth wire etc. including all activities as indicated in enclosed schedule and as per the instruction of engineer in-charge.
- 1.10. Conservation / up-keep of materials in site store.
- 1.11. Arrangement for safety and security of Material by agency.
- 1.12. Any Sundry items required to complete the work shall be in the scope of contract.
- 1.13. Any other activity necessary for completing the work but not specifically

mentioned
in the scope of work.

- 1.14. The contractor is fully responsible for completing all the above works till they are taken over by Engineer In-charge of Concern Dept., duly tested, charged and commissioned.
- 1.15. The material supplied should be as per MAHA-Metro/MSETCL Specification and procured only from the vendors in the approved list of the Vendors of MSETCL. Proof of the same should be submitted.
- 1.16. Any other Miscellaneous Material/Work/Costs required during/ for actual execution of the work.
- 1.17. The Monopole foundation should be as per approved drawing and it **should be very much Rigid and Robust**. Foundation should be capable to cater all the loads of Monopoles.
- 1.18. Supervision charges to MSETCL shall be paid by the Maha-Metro.

All the works shall be carried out as per items specified in BOQ and technical specifications as directed by Engineer in-charge.

Work Completion Period: 18 Months.

DLP Period: 1 Year.

2. Technical Specifications: -

TECHNICAL SPECIFICATION FOR MONOPOLE

2.1. GENERAL TECHNICAL REQUIREMENTS

2.1.1. SYSTEM PARAMETERS

Following are the salient parameters of the electrical and environmental systems:

a. Nominal System Voltage	: 220/110 KV
b. Frequency	: 50 Hz
c. System highest voltage	: 245/145 KV
d. Maximum ambient temperature	: 45°C
e. Minimum ambient temperature	: 0 °C
f. Maximum daily average temperature	: 32 °C
g. Maximum relative humidity (in %)	: 90
h. Maximum annual rain fall (in mm)	: 1500 to 3800
i. Number of rainy days/year	: 90
j. Average number of thunder storm (days per annum)	: 50
k. Pollution level category	: Extreme polluted as per IEC:71-2

2.2. Transmission Mono Pole structure, General information and Scope:

2.2.1. General

The transmission line pole steel structures are self-supporting hot dip galvanized structures, made up mainly of steel plates and designed to carry the line conductors with necessary insulators, earth wires/OPGW and hardware fittings under all loading conditions. The pole structure shall be fabricated using mild steel or/and high tensile steel plates/sections as specified in this specification.

2.2.2. Scope

Design, optimization, fabrication, proto assembly and testing of pole structures for 110 KV/ 220 KV DC/MC voltage level (Both Suspension and tension/dead end towers) along with cross arms, earth wire /OPGW peaks (base plates and anchor bolts for fixing the pole in the test bed) including preparation of Structural drawings, Shop drawings, Bill of Materials etc. The scope of work shall also include supply of required fasteners i.e. bolts, nuts, spring washers etc. and other accessories including hangers, D-shackles /fixtures etc. as may be required for satisfactory erection & testing of pole structure. The Pole structure designed and fabricated by Contractor shall be prototype tested by Contractor in presence of the Owner. The owner shall depute their representative to witness the tests their expenses will be borne by contractor. The responsibility for design and successful prototype testing shall solely lie with the Contractor. At the time of proto-assembly and/ or proto testing, if any modification is required to be carried out, the same shall be carried out by the Contractor. These modifications if any, shall also be incorporated on the fabrication shop drawings and/ or on the structural drawings After completion of testing, the revised structural drawings, bills of materials and shop drawings shall be submitted to the Owner within 15 days of completion of testing of poles for their approval. After approval, Contractor has to submit 6 copies of drawings/BOMs and 1 set of shop drawings. Softcopies of Structural & Shop drawings and BOM's shall also be submitted in pen drive for computer use.

2.2.3. Type of Pole structures

The Pole structures for the transmission lines are classified as given in Table 1

2.2.4. Extensions.

- I. The Double Circuit /Multi circuit pole structure shall be designed so as to be suitable for adding 3M, 6M, 9M extensions for maintaining adequate ground clearances without reducing the specified factor of safety in any manner.
- II. All above extensions provisions to pole structures shall be treated as part of normal structure only.

2.2.5. Spans and Clearances

I. Normal Span

The minimum clearance shall be maintained in accordance with Para 4.3.1 of the CEA Guidelines & Directives – Standard Technical Specification for Steel Monopole Structures for AC Transmission Lines, and also as per Paras 60 and 71 of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2022.

The route profile may be changed as per the approved MSETCL

profile drawings.

Wind Span

The wind span is the sum of two half spans adjacent to the support under consideration. For normal horizontal spans this equals to normal ruling span.

II. **Weight Span**

The weight span is the horizontal distance between the lowest points of the conductors on the two spans adjacent to a pole structure. For design of structures, maximum weight span limits given in table below:

Table -1

Sr. No.	Line Data Description	110 KV/220 KV	
1	Conductor	0.4 inch"/520 square mm HTSL ACCC	
2	Code Name &	ACSR Panther or drake conductor	
		AL59 Panther Weight Equivalent or ACSS Panther Weight Equivalent or Carbon Composite core HTLS Panther Weight Equivalent	
3	Number of Conductor per Phase	One	
4	No. of Earth wires	One, 7/3.15 mm GI Earth wire	
5	Phase Configuration	Vertical	
6	Terrain	2	
7	Reliability level	2	
8	Wind Speed	44 m/sec	44 m/sec
9	Pole Type	P (0°-2°)	PM (0°-2°)
			Q (2°-15°)
			R (15°-30°)
			S (30°-60°/ DE 0°-2°)
10	Normal SPAN	As Per CEA Guidelines	
	Wind Span	NC	BW
		300	180
11	Weight Span in meter suspension	450 Max	75min
	Angle Tower	450 Max	-450 <u>min</u>
12	Deflection	5 % of total height at ultimate load	
13	Body Extension	3m, 6m, 9m,	
14	Wind Zone	Wind Zone-4 (As per CEA Guidelines/ National Building Code latest revision)	

Note: Wind speed 44 m/sec, as per CEA Guidelines para 3.0 (I) Wind zone shall be as per wind map given in National Building Code 2016. In case of further revision in wind map, latest version of it shall be used.

2.2.6. Electrical Clearances

I. Ground Clearance

The minimum ground clearance from the bottom conductor shall not be less than 7010 mm for 220 KV M/C and 6100 mm for 110KV D/C line at the maximum sag conditions i.e. at 85°C and still air

II. An allowance of 150mm shall be provided to account for sag errors.

III. Live Metal Clearance

The minimum live metal clearance to be provided between the live parts and steel work of superstructure shall be as per IE Rule 1956

IV. Bidder shall adopt same cross arm design where jumper is projecting outside of cross-arm for PD/PS type pole structure to be used as dead end and angle pole structure.

V. For computing the live metal clearances, the dimensions of insulator strings as indicated in technical specifications shall be considered.

VI. Cross arm projections for Dead end pole structures shall be fixed in such a way that it can accommodate a condition of 0 degree to 15 degree deviation both on line side and substation side (slack side).

VII. Angle of Shielding

The angle of shielding is defined as the angle formed by the line joining the centre lines of the earth wire and outer power conductor, in still air, at pole structure supports, to the vertical line through the centre line of the earth wire/OPGW. Bidders shall design the pole structure in such a way that the angle of shielding does not exceed 30° for 220 KV and 110 KV M/C line. The drop of the earth wire clamp, which is Contractor's supplied items, should be considered while calculating the minimum angle of protection. For estimating the minimum angle of protection the drop of earth wire suspension clamp along with shackle shall be taken as 150mm.

VIII. Mid Span Clearance

The minimum vertical mid span clearance between any of the earth wires/OPGW and the nearest power conductor shall not be less than as mentioned in IS 5613 for 220KV D/C and 110 KV D/C line which shall mean the vertical clearance between earth wire /OPGW and the nearest conductor under all temperatures and still air condition in the normal ruling span. Further, the tensions of the earth wires and power conductors shall be so coordinated that the sag of earth wires shall be at least 10% less than that of conductor sag under all temperature conditions.

IX. Phase to Phase Spacing

The phase to phase spacing shall be governed by the live metal clearances to be maintained as per the specifications and dimensions of the structures/components. However, the minimum phase to phase clearance shall be as follows:

Voltage level of Line (kV)	Phase to phase spacing between conductors (mm)	
	Vertical	Horizontal
66	2000	3500
110	3200	5500
132	3900	6800
220	4900	8400
400	8000	11000
765	15000	15000

X. 110/220 kV Transmission Line.**i. ELECTRICAL SYSTEM DATA**

a) Nominal System Voltage	110 /220 KV
b) Frequency	50 Hz
c) System highest voltage	145 /245 KV
d) Number of conductors per phase	Single
e) Conductor type and size	As mention in Table -1
f) Phase Configuration	Vertical
h) Ruling design span	300 meters

ii. DETAILS OF LINE MATERIALS

a. The Conductor / Earth Wire/OPGW Properties to be used for loading calculation:

Details of Conductor and earth wire/opgw please refer Technical specification

b. Details of insulator strings

Insulator string drawings please refer Technical specification

2.2.7. Design of Pole structures

The following clauses specify the minimum requirements for design of pole structures for 110kV voltage level:

Type of 110kV Monopole	Deviation Limit	Typical Use
PP or PPM (DC)	0 -2 deg	Mono pole with single Suspension/double suspension insulator string
PQ (DC)	2 – 15 deg	a)Angle mono pole with single tension/double tension insulator string b) Also to be designed for anticascading condition.
PR (DC)	15-30 deg	a)Angle mono pole with single tension/double tension insulator string b) Also to be designed for anticascading condition
PS (DC)	30-60 deg	a) Angle mono pole with single tension/double tension insulator string b) Dead end with no angle of deviation on the mono pole on line side and up to 15 deg angle on slack span (gantry) side with or without extra cross arm. c) Complete dead end.

i. Design Criteria

The pole structure shall be designed as per ASCE standard 48-19 (or subsequent revision) as applicable except otherwise specified in this specification considering loading requirement (except wind loading on body of the steel pole) as stipulated in latest versions of IS: 802. Load on the pole body due to wind shall be calculated as per IEC 60826 and relevant formula for calculation is given below for reference. For calculation of wind load, the basic wind speed shall be as per wind map given in National Building Code 2016. Manufacturers shall provide attachment points/devices at various locations on the pole body for application of wind loads during proto type testing of pole. For pole structures to be used in the areas upto

60 km from sea coast, K4 factor (i.e. importance factor for cyclonic region) of 1.3, as per IS: 875-3, shall also be considered for calculation of design wind speed i.e. $V_d = V_R K_1 K_2 K_3 K_4$ to be used in IS 802.

The following parameters shall be considered for wind loading and other loads on pole Basic wind speed : 44 m/sec For 110kv Pole type P (2°) Basic wind speed : 44m/sec For 110kv/220kv Pole type PM (2°), Q(2°-15°) , R(15°-30°) and S(30°-60°)/DE Reliability Level : 2 Terrain category : 2 Angle of incidence of wind : As per IS 802(latest)

ii. Design Temperatures

- i) Minimum temperature : 0 deg.
- ii) Every day temperature : 32 deg.
- iii) Max. temperature of
 - a) Conductor : 85 deg.
 - b) Earth wire/OPGW exposed to sun : 53 deg.

iii. Conductor and Earth wire Configuration

Double circuit pole structure shall be in vertical formation. The phase to phase spacing shall not be less than the values specified as per 1.0.5.9.

iv. Maximum Tension

- 1) Maximum tension shall be based on either
 - a) at 0 deg C with 36% full wind pressure, or
 - b) at 32 deg C with full wind pressure whichever is more stringent.
- 2) Sag tensions calculations are to be carried out by the contractor considering conductor & earth wire parameters & specified conditions and spans. The initial tension at 32°C and without wind shall be 22% of the ultimate tensile strength for the conductor and less than 20% of the ultimate tensile Strength for the earth wire/OPGW.
- 3) The maximum tension of conductor and earth wire shall not exceed 70 percent of the ultimate tensile strengths. Similarly, the maximum tension of OPGW shall not exceed 40 per cent of the ultimate tensile strengths.

As per Clauses of IS 802:2016,

- v. The **cross** section and polygon of the structure shall be so selected that it offer optimum weight of the structure using specified materials and also ease of fabrication and erection. For cross arms also, Polygonal Sections shall be used.

2.2.8. Loading Conditions

The Contractor shall calculate loads at structure, conductor & earth wire points under different loading conditions viz. Reliability Conditions (Normal) Condition along with Oblique 30degrees/45 degrees), Security Conditions(Broken Wire Condition), Safety Conditions, Anti- cascading condition etc.as per IS-802:2016 (latest) considering various combinations of design temperatures, wind loads and prepare loading trees/diagrams/charts. The loading trees/diagrams/charts shall be submitted to Employer for approval. The pole structure designs shall be developed by the contractor as per the approved loading trees/charts/diagram.

2.3. Design and Drawings

- 2.3.1. The following design calculation and drawings are required to be furnished to the Employer:

A) ALONGWITH THE BID: Sample/Indicative design calculations and

drawings all pole structures for 110 kV.

- B) **AFTER AWARD OF CONTRACT: The Contractor shall submit detailed design of pole structures with all extension duly vetted /approved (in context to MSETCL Tender & requirement) from third party govt. accredited agency/lab viz. CPRI/IIT/Regional Engineering College** The bidder/contractor shall borne the expenses for the same. The pole structure design shall be submitted along with the stress diagram/ computer output together with sample calculations etc., Anchor Bolt templates and loading / rigging arrangement of pole structure testing to enable the Employer to make a preliminary check regarding structural stability of pole structure before fabrication.

- 2.3.2.** After design of pole structures and subsequent approval of design, drawings and bill of materials the Contractor shall furnish further copies to the Employer:
- a) Detailed design calculation and drawing for pole structures.
 - b) Detailed structural drawings indicating section size, length of members, sizes of plates along with hole-to-hole distance & joint details etc.
 - c) Bill of materials, indicating cutting and bending details against each member.
 - d) All the drawings for the pole structure accessories.
 - e) After successful testing of the pole, prototype test reports, final structural drawings, BOM's and shop sketches need to be submitted to the Employer.
- 2.3.3.** As the pole structure being designed for specific loading requirements (viz. wind zone, spans, angle of deviations, extensions etc. shall also be used in other wind zones as well as for other spans, angle of deviation, extensions; the contractor shall also submit spotting data limits for use of extensions in various designed and tested pole structure in other cases along with supporting detailed design calculations.
- 2.3.4.** The contractor shall also submit foundation designs & drawings (along with detailed design calculation) of foundations duly vetted /approved (in context to MSETCL Tender & requirement) from third party govt. accredited agency/lab viz. CPRI/IIT/Regional Engineering College The bidder/contractor shall borne the expenses for the same. The foundation for pole structures considering standard soil conditions viz. Dry, Wet, PS, FS, WBC, DFR, WFR, SFR. Parameters for designing the foundations shall be intimated to the contractor during detailed engineering stage.
- 2.3.5.** If required, any modification/revision in design and drawings of Foundations & Monopole Structures at any stage of the contract it will be the sole responsibility of contractor shall submit revised drawings duly approved from MSETCL / from third party govt. accredited agency/lab viz. CPRI/IIT/Regional Engineering College, with supporting detailed design calculations the bidder/contractor shall borne the expenses for the same.
- 2.3.6.** All the drawings shall have a proper name plate clearly displaying the name of EMPLOYER /OWNER on right hand bottom corner. The exact format of the nameplate shall be handed over to the successful bidder for incorporation of the same on all the drawings.

Also all the drawings shall carry the following statement and shall be displayed conspicuously on the drawing: WARNING: THIS IS PROPRIETARY ITEM AND DESIGN RIGHT IS STRICTLY RESERVED WITH MSETCL. UNDER NO CIRCUMSTANCES THIS DRAWING SHALL BE USED BY ANYBODY WITHOUT PRIOR PERMISSION FROM THE EMPLOYER/OWNER IN WRITING.

- 2.3.7.** The Contractor is required to submit four copies of the drawings for Employer's approval. While submitting the structural drawings, bill of materials, shop drawings and any other drawings pertaining to the subject poles, the Contractor shall clearly indicate on each drawing MSETCL Specification No., Name of the specific Pole type letter reference no. and date on which the submission are made. The same practice is also to be followed while submitting distribution copies.
- 2.3.8.** The drawings submitted by the Contractor shall be approved /commented by the Employer as the case may be within fifteen (15) days of receipt of drawings in his office. If the designs/drawings are commented by the Employer, the Contractor shall submit revised design/drawings duly incorporating all comments within fifteen (15) days of date of issue of comments. The Contractor shall submit 4 copies of all pole structure drawings, BOM etc. for further distribution by the Employer.
- 2.3.9.** Other than the items indicated above some other drawings and documents, such as BOM, Shop drawings, structural drawings for pole structures/extensions, which are required for the project, shall also be developed by the Contractor. However, no extra cost on this account shall be payable to the Contractor.
- 2.3.10.** Additionally, the Contractor shall be responsible for all additional resources, including scaffolding, liners, machinery, and manpower, required due to any design changes in foundations and structures throughout the contract at any stage, with no extra cost payable. Furthermore, the SHE manual must be strictly adhered to during the foundation and erection of monopoles.
- 2.3.11.** Pole structure Steel Sections Steel of tested quality in conformity with IS: 2062:2011 are to be used in, Pole structures. Not more than two grades of steel shall be permitted for use. The quality of steel shall be BR/B0. The Contractor can use other equivalent grade of steel plates conforming to latest International Standards. However, use of steel grade having designated yield strength more than that of IS:2062 grade E450 BR/ EN 10025 grade S450 JO / ASTM 572 grade 65 (designated yield strength 450 MPa) is permitted, unless otherwise indicated in this specification. Steel plates below 6mm size exclusively used for packing plates/packing washers produced as per IS : 1079 (Grade-0) are also acceptable. However, if below 6mm size plate are used as load bearing plates viz gusset plates ,joint splices etc. the same shall conform to IS : 2062 or equivalent standard meeting mechanical strength/metallurgical properties corresponding to selected grade Flats of equivalent grade meeting mechanical strength/metallurgical properties may also be used in place of plates for packing plates/ packing washers. SAILMA 350HI grade plate can also be accepted in place of HT plates (EN 410025 grade S355 JR/JO / IS 2062:2011 — grade E350, as applicable)

provided SAILMA 350HI grade plate meet all the mechanical properties of plate as per EN 10025 grade S355 JR/JO (designated yield strength 355MPa) / IS 2062: 2011 — grade E350.

2.3.12. Fasteners: Bolts, Nuts and Washers.

- a) All hexagonal bolts and nuts shall conform to IS-12427. They shall have hexagonal head and nuts, the heads being forged out of the solid, truly concentric, and square with the shank, which must be perfectly straight. All bolts and nuts shall be galvanized as per IS:1367 (Part- 13)/IS:2629.
- b) 1.2.2.2 The bolt shall be of 16/24 mm diameter and of property class 5.6 or 8.8 as specified in IS:1367 (PartIII) and matching nut of property class as specified in IS:1367 (Part-VI).
- c) 1.2.2.3 Bolts up to M16 and having length up to 10 times the diameter of the bolt should be manufactured by cold forging and thread rolling process to obtain—good and reliable mechanical properties and effective dimensional control. The shear strength of bolts shall be as per applicable standard. Bolts should be provided with washer face in accordance with IS:1363 (Part-I) to ensure proper bearing.
- d) 1.2.2.4 Nuts for hexagonal bolts should be double chamfered as per the requirement of IS:1363 Part-III. It should be ensured by the manufacturer that nuts should not be over tapped beyond 0.4mm oversize on effective diameter for size up to M16.
- e) 1.2.2.5 Fully threaded bolts shall not be used. The length of bolts shall be such that the threaded portion will not extend into the place of contact of the members.
- f) All bolts shall be threaded to take the full depth of the nuts and threaded for enough to permit firm gripping of the members, but not further. It shall be ensured that the threaded portion of each bolt protrudes not less than 3mm and not more than 8mm when fully tightened. All nuts shall fit tight to the point where the shank of the bolt connects to the head.
- g) Flat and tapered washers shall be provided wherever necessary. Spring washers shall be provided for insertion under all nuts. These washers shall be steel electro galvanized, positive lock type and 3.5mm in thickness for 16mm diameter bolt and 4.5mm for 24mm bolt.
- h) To avoid bending stress in bolts or to reduce it to minimum, no bolt shall connect aggregate thickness of members more than three (3) times its diameter.
- i) The bolt positions in assembled pole structures shall be as per structural drawing.
- j) Bolts at the joints shall be so staggered that nuts shall be tightened with spanners without fouling.
- k) To ensure effective in-process Quality control it is desirable that the manufacturer should have in house testing facility for all tests like weight of zinc coating, shear strength and other tests etc. The manufacturer should also have proper Quality Assurance System which should be in line with the requirement of this specification and IS: 9001 series Quality System Standard.

I) Anchor bolts

Anchor bolts shall generally conform to IS: 5624. The size, grade & numbers of anchor bolts and its thread and nuts selection should be compatible with the required strength as per design.

2.4. Pole structure**Accessories**

Arrangement shall be provided for fixing of all pole structure accessories to the pole structure at a height between 2.5 meters and 3.5 meters above the ground level. Suitable provision of cleat / plate to be provided on Suspension pole structure facilitating installation of bird guard.

2.4.1. Step Bolts & Ladders

Each pole structure shall be provided with step bolts as per drawing enclosed in the section of drawing. The step bolts conforming to IS:10238 of not less than 16mm diameter and 175mm long shall be provided, spaced not more than 450mm apart and extending from 2.5 meters above the ground level to the top of the pole structure. However, the head diameter shall be 35mm as indicated in the enclosed drawing. The step bolt shall be fixed on two sides of polygon of the pole structures in alternate step arrangement. Each step bolt shall be provided with two nuts on one end to fasten the bolt securely to the pole structure and button head at the other end to prevent the feet from slipping away. The step bolts shall be capable of withstanding a vertical load not less than 1.5 KN. As an alternate to step bolts, ladders of suitable design may also be provided by the contractor. For horizontal access on cross arms, suitable designed hooks shall also be provided. Detailing for providing step bolts/hooks/ladders etc. shall be done so that all parts of pole structures are accessible and installation & maintenance of insulators, hardware assemblies, conductors etc. is possible.

2.4.2. Insulator Strings and Earth wire Clamps Attachments

- a) For the attachment of suspension Insulator string, if required a suitable dimensioned swinging hanger on the pole structure shall be provided so as to obtain specified clearances under respective swinging condition of the strings. The hanger, extensions links, D-shackles etc. as required shall be of same rating/strength as that of corresponding rating/ Ultimate tensile Strength of Insulator string.
- b) At tension pole structures, strain plates of suitable dimensions under each cross-arm tip, shall be provided for taking the hooks or D-shackles of the tension insulator strings. Full details of the attachments shall be provided by the contractor. To achieve requisite clearances, if the design calls for providing extra D-shackles, link plate etc. before connecting the insulator string, the provision for the same shall be provided by the Contractor. These item shall be of same rating/strength as that of corresponding rating/ Ultimate tensile Strength of Insulator string.

2.5. Pole structure Fabrication

- 2.5.1.** The Pole **Structure** along with cross arms, earth wire peaks, base plate and joints shall be fabricated by the Contractor as per the design prepared by the contractor and approved by the by the

Employer. The fabrication of Pole structure shall be in conformity with the following:

- 2.5.2.** Except **where** hereinafter modified, details of fabrication shall conform to industry practices and relevant standards.
- 2.5.3.** Joints shall be so designed and fabricated that eccentricity is avoided as far as possible. In case of connections by means of slip joints, minimum overlap shall be as per applicable ASCE standard.
- 2.5.4.** The cross arms shall be connected to the pole by means of suitable flanges welded on the body and cross arms.
- 2.5.5.** The Pole structures shall be accurately fabricated to connect together easily without any undue strain on the structure.
- 2.5.6.** No sharp/rough edges shall be permitted in the entire structure.
- 2.5.7.** On slip-in joints, diameter of the inner and outer part of the pole shall be controlled to ensure smooth assembly of the pole structure and its correct height after erection.
- 2.5.8.** The structure shall be designed so that all parts shall be accessible for inspection and cleaning. Drain holes shall be provided at all points where pockets of depression are likely to hold water. The top end of the pole, earth wire peaks and cross arms shall be suitably sealed with cover plate welded to the structure.
- 2.5.9.** The Pole structure Fabrication should be as per para 6.5 of the CEA Guidelines & directives i.e. Standard Technical specification for steel Monopole Structure for AC Transmission line.

6.5 (j) Maximum size of individual fabricated/welded piece shall be so selected to facilitate easy handling transportation and erection of pole structure. Any other specific restriction on length due to site condition should be specified by the Purchaser beforehand. The limits of weights & dimensions of individual components shall be finalized at the time of design development and approval.

6.5 (k) All similar parts shall be made strictly inter-changeable. All steel sections before any work is done on them, shall be carefully leveled, straightened and made true to detailed drawings by methods which will not injure the materials so that when assembled, the adjacent matching surfaces are in close contact throughout.

6.5 (l) In case of restriction due to size of hot dip galvanizing bath, pole segments shall be fabricated & galvanized as per following table and shall be seamlessly welded.

Sr. No	Outer Dia of pole Segment (in mm)	Max. permissible number of fabricated parts per pole segment
1	Upto 600	1
2	$600 \leq D < 1200$	2
3	$1200 \leq D < 1800$	3
4	$1800 \leq D$	4

Note: All fabrication work on pole section (Including welding of base section with base plate) shall be completed in all respect before hot dip galvanizing. No cutting, grinding, welding, fabrication etc. shall be allowed on any of the pole section after hot dip galvanizing is over.

2.5.10. Suitable provisions shall be kept in the design and detailing of pole structures for easy erection at site using conventional as well as mechanized methods.

2.5.11. Design and detailing for providing step bolts/hooks/ladders etc. shall be done so that on provision of these, all parts of pole structures are accessible and installation & maintenance of insulators, hardware assemblies, conductors etc. is possible. Design detailing for provision of other accessories viz., Danger plate, Number, Phase plate etc. shall also be done.

2.5.12. Material Cutting, Forming & Bending

- a) The required material cutting, forming and bending operations shall be carried out generally in accordance with the relevant sections of ASCE Manuals and reports on Engineering practice No. 72 and ASCE-48-11 "Design of Steel transmission Pole Structures".
- b) Before any cutting work is started, all steel shall be carefully straightened and trued by pressure and not by hammering. They shall again be trued after cutting & welding etc.

2.5.13. Drilling and Punching

1. Holes for bolts shall be drilled or punched with a jig but drilled holes shall be preferred. The tolerances regarding punch holes are as follows:
 - a) Holes must be perfectly circular and no tolerance in this respect is permissible.
 - b) The maximum allowable difference in diameter of the holes on the two sides of plates or angle is 0.8mm i.e. the allowable taper in a punched hole should not exceed 0.8mm on diameter
 - c) Holes must be square with the plates or angles and have their walls parallel.
2. All burrs left by drills or punch shall be removed completely. When the pole structure members are in position the holes shall be truly opposite to each other. Drilling or reaming to enlarge holes shall not be permitted.
 - i. Welding
 - a) All welding shall be in accordance with the latest revision of American Welding Society Structural Welding Code (ANSUAWS D1.1) or other equivalent National/International standards. Welding terms and symbols should comply with the AWS definitions and symbols.
 - b) Care should be exercised with respect to welding procedures, qualification of welders, operators and procedures, electrodes, preheat, notch toughness and minimum yield of the electrodes to ensure conformance with the requirements of the ANSUAWS D1.1 code. Preheating shall be done according to the ANSUAWS code or the steel producers' recommendations, or both.
 - ii. Erection mark
 - a) Each individual member shall have erection mark conforming to the component number given to it in the fabrication drawings. The mark numbers shall be marked with marking dies of 16mm size before galvanizing and shall be legible after galvanizing.

- b) Erection Mark shall be A-BB-CC-DDD A = Employer's code assigned to the Contractors- Alphabet BB = Contractor's Mark- Numerical CC = Pole structure Type Alphabet. DDD = Number mark to be assigned by Contractor - Numerical. Erection mark for high tensile steel members shall be prefixed by the letter " H"

2.6. Quantities and weights

- 2.6.1.** Though fully galvanized pole structure parts are to be supplied, the weight of pole structure shall mean the weight of pole structure calculated by using the black sectional (i.e. un galvanized) weight of steel members of the size indicated in the approved fabrication drawings and bill of materials, without taking into consideration the reduction in weights due to holes, notches and bevel cuts etc. but taking into consideration the weight of the D shackles, hangers, strain plates, pack plates, gusset plates, extension link/plates and pack washers etc. The weight of strain plates, pack plates, extension link and gusset plates shall mean the weight of its circumscribing rectangle, without taking into considerations the reductions in weight due to holes, notches etc. The weight of D-shackles, hangers and pack washers shall be net actual weight taking into consideration reduction due to holes. For bolts and nuts along with spring washers and step bolts, the weight per pole structure shall be calculated from the bolt schedule applicable to each type of pole structures and body extensions as approved by the Employer. The rate quoted by the bidder for pole structure/pole structure parts supply, is deemed to be inclusive of galvanizing charges including the cost of zinc.
- 2.6.2.** Payment of the pole structures shall be made on per structure basis as per the unit rates in the contract irrespective of any change in weight of structure estimated by the bidder at the time of the bidding vis-a-vis weight of structure as per actual tested and approved design.

2.7. Galvanizing

- 2.7.1** The pole manufacturer has to submit in writing the suitability of its galvanizing facility/bath where the pole sections are to be galvanized.
- 2.7.2** Fully galvanized poles structures and anchor plate excluding template shall be used for the transmission lines. Galvanizing of the pole structure shall conform to IS: 2629 and IS: 4759. All galvanized members shall withstand tests as per IS: 2633. For fasteners, the galvanizing shall conform to IS: 1367 (Part-13). Spring washers shall be electro-galvanized as per service grade 4 of IS: 1573.
- 2.7.3** The galvanizing shall be done after all fabrication work is completed, except that the nuts may be tapped or re-run after galvanizing. Threads of bolts and nuts shall have a neat fit and shall be such that they can be turned with finger throughout the length of threads of bolts and they shall be capable of developing full strength of the bolts.
- 2.7.4** All fabrication work on pole sections (including welding of base section with base plate) shall be completed in all respect before hot dip galvanization. No cutting, grinding, welding, fabrication etc. shall be allowed on any pole sections after hot dip galvanization is over.
- Note:** Galvanizing shall be done with single dipping method, cold galvanizing method shall not be applied on any of the pole sections while manufacturing / galvanizing.
- 2.7.5** The zinc coating shall be adherent, reasonably uniform, smooth, continuous and free from imperfections such as black/bare spots, ash rust

strains, bulky white deposits/wet storage strains and blisters.

- 2.7.6 The fabricated pole structure parts shall have a minimum overall mass of Zinc coating and average zinc coating thickness as given below:

	Minimum mass of zinc coating (g/m ²)	Average coating thickness of zinc coating (micron)
For plates and sections below 5 mm	460	65
For plates and sections of 5 mm and above	610	87

- 2.7.7 For installation in coastal areas (upto 20 km from sea coast), the fabricated pole parts shall have a minimum overall mass of Zinc coating and average zinc coating thickness as given below:

	Minimum mass of zinc coating (g/m ²)	Average coating thickness of zinc coating (micron)
For plates and sections below 5 mm	610	87
For plates and sections of 5 mm and above	900	127

- 2.7.8 The Contractor shall also take guidelines from the recommended practices for hot dip galvanizing laid down in IS 2629 while deciding and implementing galvanizing procedure. The mandatory requirements however, are specified herein. The surface preparation for fabricated pole structure parts for hot dip galvanizing shall be carried out as indicated herein below:

- (a) **Degreasing & Cleaning of Surface:** Degreasing and cleaning of surface, wherever required, shall be carried out in accordance with IS 2629. After degreasing the article shall be thoroughly rinsed. However, if acidic degreasers are used, rinsing is not required.
- (b) **Pickling:** Pickling shall be done using either hydrochloric or sulphuric acid as recommended in IS 2629. The actual concentration of the acids and the time duration of immersion shall be determined by the Contractor depending on the nature of material to be pickled. Suitable inhibitors also shall be used with the acids to avoid over pickling. The acid concentration, inhibitors used, and maximum allowable iron content shall form part of plant standard to be formulated and submitted to Purchaser along with Quality Assurance Program.
- (c) **Rinsing:** After pickling, the material shall be rinsed, preferably in running water to remove acid traces, iron particles or any other impurities from the surface. Two rinse tanks are preferable, with water cascading from the second tank to the first to ensure thorough cleaning. Wherever single tank is employed, the water shall be periodically changed to avoid acid contamination, and removal of other residues from the tank.
- (d) **Fluxing:** The rinsed article shall be dipped in a solution of Zinc ammonium chloride. The concentration and temperature of the flux solution shall be standardized by the Contractor depending on the article to be galvanized and individual circumstances. These shall form part of plant standard to be formulated and submitted to – Purchaser along with Quality Assurance Program. The specific gravity of the flux solution shall be periodically monitored and controlled by adding required quantity of flux crystals to compensate for drag-out losses. Free acid content of the flux solution also

shall be periodically checked and when it is more than two (2) grams of free acid per litre of the solution, it shall be neutralized by adding ammonia solution or by addition of zinc spelter. Alternatively, PH value should be monitored periodically and maintained between 5.0 to 5.5.

- (e) **Drying:** When dry galvanizing is adopted the article shall be thoroughly dried after fluxing. For the purpose of drying, the Contractor may use hot plate, air oven or any other proven method ensuring complete drying of the article after fluxing and prior to dipping in the molten zinc bath. The drying process shall be such that the article shall not attain a temperature at which the flux shall get decomposed. The article thus dried shall be galvanized before the flux coating picks up moisture from the atmosphere or the flux layer gets damaged or removed from the surface. The drying procedure, time duration, temperature limits, time lag between fluxing, drying, galvanizing etc. shall form part of plant standard to be formulated and submitted to Purchaser along with Quality Assurance Program.
- (f) **Quality of Zinc:** Any one or combination of the grades of zinc specified in IS 209 or IS 13229 or other comparable international standard shall be used for galvanizing. The Contractor shall declare the grade(s) of zinc proposed to be used by them for galvanizing. The molten metal in the zinc bath shall contain minimum 98.5 % zinc by mass. It shall be periodically measured and recorded. Zinc aluminium alloy shall be added as per IS 2629.
- (g) **Dipping Process:** The temperature of the galvanizing bath shall be continuously monitored and controlled. The working temperature of the galvanizing bath shall be maintained at 450 +/- 10 degree C. The article should be immersed in the bath as rapidly as possible without Compromising on safety aspects. The galvanizing bath temperature, immersion angle & time, time duration of immersion, rate of withdrawal etc. shall be monitored and controlled depending upon the size, shape, thickness and chemical composition of the article such that the mass of zinc coating and its uniformity meets the specified requirements and the galvanized surface is free from imperfections and galvanizing defects.
- (h) **Post Treatment:** The article shall be quenched in water. The quench water is to be changed/drained periodically to prevent corrosive salts from accumulating in it. If water quenching is not done then necessary cooling arrangements should be made. The galvanized articles shall be dipped in dichromate solution containing sodium dichromate and sulphuric acid or chromic acid base additive at a predetermined concentration and kept at room temperature to retard white rust attack. The temperature of the chromate solution shall not exceed 65 degree C. The articles shall not be stacked immediately after quenching and di-chromating. It shall be ensured that the articles are dry before any further handling operation.
- (i) **Storing, Packing and Handling:** In order to prevent white rust formation sufficient care should be exercised while storing handling and transporting galvanized products. The articles shall be stored in an adequately ventilated area. The articles shall be stored with spacers in between them and kept at an inclination to facilitate easy drainage of any water collected on the articles. Similar care is to be taken while transporting and storing the articles at site. The Contractor shall prepare a detailed galvanizing procedure including Flow Chart with control parameters and all plant standards as required above and submit to Purchaser for approval as part of Quality Assurance Plan.
- (j) **Repair Method:** Repair of damaged & uncoated area of hot dip galvanized coating shall be in accordance with ASTM A780 or Equivalent standard.

2.8. Type Testing of Pole Structure

I. Testing of Pole Structure

- (a) The Pole structure designed and supplied by Contractor shall be proto type tested by Contractor at NABL accredited pole testing station in India only. The proto type pole structure after inspection by Purchaser shall be transported to the test bed by the Contractor. The Contractor shall also carryout erection of pole structure at the pole testing station and after successful completion of proto-type testing, shall dismantle and take back.
- (b) Testing of Pole structure shall generally conform to IS: 802 (Part-III). The Purchaser shall depute its representative to witness the tests. The responsibility for design and successful proto type testing shall solely lie with the Contractor. At the time of proto-assembly and/or proto testing, if any modification is required to be carried out, the same shall be carried out by the Contractor. These modifications, if any, shall also be incorporated on the fabrication shop drawings and structural drawings.
- (c) A galvanized pole structure of each type complete with extension or critical poles (poles with maximum angle of deviation or with maximum extension or both) as decided by the Purchaser based on quantities of supply and site requirement shall be subjected to design and non-destructive tests by applying test loads in a manner approved by the Purchaser. The pole shall withstand these tests without showing any sign of failure or permanent distortion/deformation in any part and does not exceed the specified deflection limits.
- (d) The pole shall be tested for all the conditions considered for the design of pole. The Contractor shall submit to the Purchaser, for approval, the detailed program and proposal for testing the poles showing the methods of carrying out the tests and manner of applying the loads. After the Purchaser has approved the test procedures and programs, the Contractors will intimate the Purchaser about carrying out the tests at least one week in advance of the scheduled date of tests during which the Purchaser will arrange to depute his representative to be present at the time of carrying out the tests. The Contractor shall submit one set of shop drawings along with the bill of materials at the time of prototype pole testing for checking the pole and material. Further at the time of submitting test report, the Contractor has to submit the final tracings of shop drawings, Bill of materials and structural drawings of pole for Purchaser's reference and record.
- (e) Premature Failure (i) In the event of failure at less than 95% of the specified design load, the failed component(s) may be replaced by other component(s). The modified structure shall be retested to resist 100% of specified design loads. (ii) In the event of failure between 95% and less than 100% of the specified design loads, with the exception of the final load case, the support shall be modified and retested. If failure occurs in the final load case, the Purchaser may opt not to retest the modified support. (iii) In the event of failure at 100% of the specified design loads at less than 5 min. into the holding period, the client may accept the support without modification. Note: 1) The steel used in damaged portion/section in the earlier test shall not be used again in the Pole structure. 2) In case of failure of any particular section/components during testing, that particular section shall be replaced and tests shall be continued for remaining tests/load cases. The load case that caused the failure should then be repeated.
- (f) In case of premature failure, the Purchaser may decide to carry out the tensile test, bend test etc. as per relevant IS in any NABL accredited lab for compliance of the material with the specification for root cause analysis.

The Contractor shall make suitable arrangement for the same without any extra cost to the Purchaser.

- (g) No part of any pole shall be allowed to be used on the line unless it has been subjected to test.
- (h) The Contractor shall ensure that the specification of materials and workmanship of all poles actually supplied conform strictly to the poles which have successfully undergone the tests. In case any deviation is detected, the Contractor shall replace such defective poles free of cost to the Purchaser.
- (i) Each type of pole to be tested shall be a full scale prototype/ galvanized pole and shall be erected vertically on rigid foundation on the base plate arrangement above ground level as provided in the design/drawing. The pole erected on the bed shall not be out of plumb by more than 1 in 360.
- (j) All the measuring instruments shall be calibrated in systematic/ approved manner with the help of standard weight/device. Calibration shall be done before commencing the test of each pole up to the maximum anticipated loads to be applied during testing.
- (k) The suspension pole is to be tested with an arrangement simulating the chosen insulators string.
- (l) The tension pole is to be tested with strain plate as per approved design/drawings.
- (m) The sequence of testing shall be as per relevant standard or as decided by the Purchaser at the time of approving the rigging chart/test data sheet.
- (n) Prefix T shall be marked on all members of test pole in addition to the mark no. already provided.
- (o) Purchaser's liability is limited to witnessing testing of poles only once for each type of pole. Due to premature failure, if the testing of pole is to be repeated more than once for any type of pole, in such circumstances the Contractor has to bear all the expenses in respect of Purchaser's representative.
- (p) The destruction test shall not be carried out. The prototype shall be inspected after testing. Welds shall be inspected in accordance with the normal fabrication procedures. Visual inspection shall be conducted for any signs of structural damage.
- (q) The pole structure subjected to test shall be allowed to be used on the transmission line locations with lower deviation angle limits (for e.g. PC type pole (15 to 30 degree deviation) structure to be spotted for PB type pole location (2 to 15 degree deviation)) or for locations having span lower than the designed span, as decided by the Purchaser.
- (r) Before utilization of tested pole in the transmission line the pole shall be de-stressed and all specified tests including examination of weld joints through Ultrasonic test shall be carried out. The pole should be structurally sound and within the fabrication tolerances.

II. Method of Load Application

- (a) Loads shall be applied according to the approved rigging arrangement through normal wire attachments, angles or bent plates.
- (b) The various types of loads, transverse, vertical and longitudinal shall be applied in such a way that there is no impact loading on the pole due to jerks from the winches.
- (c) All the loads shall be measured through a suitable arrangement of strain devices or by using weights. Positioning of the strain devices shall be such that the effect of pulley friction is eliminated. In case the pulley friction cannot be avoided, the same will be measured by means of standard weights and accounted for in the test loads.

III. Pole Testing Procedure

All the test procedures shall be approved prior to conducting the type tests as per IS: 802 part 3. The procedure for conducting the pole test shall be as follows:

- (a) Bolt Slip test & Joint adjustment test In a bolt slip & joint adjustment test the test loads shall be gradually applied up to the 50% of design loads under normal condition, kept constant for two (2) minutes at that loads and then released gradually.

For measurement of deflection the initial and final readings on the scales (in transverse & longitudinal directions) before application and after the release of loads respectively shall be taken with the help of theodolite. The difference between readings gives the values of the bolt slip & joint adjustments. The theodolite value after releasing the load to zero will be the initial/base reading for all the main loading tests to be conducted further.

- (b) Normal Broken Wire Load Tests All the loads, for a particular load-combination test, shall be applied gradually up to the full design loads in the following steps and shall also be released in the similar manner:

50 percent, 75 percent, 90 percent, 95 percent and 100 percent

- (c) Observation Periods

Under normal and broken wire load tests, the monopole structure shall be kept under observation for sign of any failure for two minutes (excluding the time of adjustment of loads) for all intermediate steps of loading up to and including 95 percent of full design loads.

For normal, as well as broken wire tests, the monopole structure shall be kept under observation for five (5) minutes (excluding the time for adjustment of loads) after it is loaded up to 100 percent of full design loads for each load case.

While the loading operation are in progress, the monopole structure shall be constantly watched, and if it shows any tendency of failure anywhere, the loading shall be immediately stopped, released and then entire monopole structure shall be inspected. The reloading shall be started only after the corrective measures are taken.

Full design loads for five (5) minutes, with no visible local deformation after unloading (such as bowing, buckling etc.) and no breakage of elements or constitute parts. The structure shall be considered to be satisfactory, if it is able to support the specified loads with no structural failure of prototype members or parts and does not exceed the specified deflection limits. Unloading should be controlled to avoid possible damage or overload to the prototype.

Ovalization of holes and permanent deformation of bolts shall not be considered as failure.

- (d) Recording

The deflection of the pole structure at the top cross arm level in transverse & longitudinal directions shall be recorded "before" and "off" load conditions as well as at each intermediate and final stage of normal load and broken wire load tests by means of a theodolite and graduated scale. The scale shall be of about one meter long with markings up to 5 mm accuracy. All deflections shall be referenced to common base readings taken before the first test loads are applied

IV. Test Reports:

- a) The test reports shall include the information as specified in IS 802 Part-III. Any other information as specified by the Purchaser shall also be included in the report.

- b) Certified steel producer test reports and physical test reports for the

material being used in prototype pole shall be furnished as specified by the Purchaser.

c) The Contractor shall submit detailed design of pole structures with all extension duly vetted /approved (in context to MSETCL Tender & requirement) from third party govt. accredited agency/lab viz. CPRI/IIT/Regional Engineering College.

d) If the bidder possesses a valid type test report for a monopole structure of similar or higher voltage level and/or higher moment capacity, the requirement for conducting a new type test shall be waived.

General Responsibility of Contractor

Following are the general responsibilities and obligations of Contractor while working for this work

S. No.	Item Description	General Role and Responsibility of Contractor
1.	Survey and marking	The contractor has to survey / Mark/ setting out his work area in coordination with other contractor or agencies / department at his own cost. in case the marking gets faded / erased due to painting or any other work, then civil should restore it promptly.
2.	Barricading	All the excavated area / dug area / trench or area of traffic hazard location shall be properly barricaded by contractor with rigid barricade till the work is completed & safe for use of public. All traffic diversion permissions and traffic management coordination with authorities shall be undertaken solely by the contractor.
3.	Lighting	Contractor has to provide general lighting to all common / general areas of the worksite and caution lighting where ever required till permanent light become functional in that area or issuance of Taking over certificate whichever is earlier.
4.	Statutory Permission / NOC	Contractor shall obtain the required permission / NOC /Shut Down from MSETCL / MSEDCL, Local Authorities at his own cost. Maha-Metro shall provide necessary recommendation letter as well as reference, wherever required.
5.	Cranes	Contractor shall Permit use of cranes on site by other Contractors on a mutually agreed rental basis and subject to the availability of the same on site in event of any urgent work.
6.	Scaffold	Contractor has to permit other contractors, the usage of scaffolding erected at site but only within the timings as agreed by the Civil Contractor so that it does not hamper the progress of civil works at mutually agreed terms and conditions.
7.	Medical	First Aid kit with adequate medicine shall be available at site at cost of contractor & provision to meet any medical emergencies shall be arranged by contractor by tie up with nearby hospitals as per Safety & Health norms".
8.	Drinking Water	Clean & potable drinking water shall be arranged by contractor at site at his own cost.
9.	Power	Contractor shall supply power to his work area at his own cost. The energy charge rate per unit a consumption is to be borne by Contractor. The power supply shall be maintained until assigned work is complete.

10.	Staff Quarter / Accommodations	Contractor shall arrange required quarter / accommodations for his workers and staff at his own cost. Necessary amenities, facilities, power, water & cleaning shall be arranged by contractor as per relevant Labour Law / act
11.	Cleaning	Contractor will be responsible for general site cleaning of his work area or else where the debris spread due to his working. These debris shall be suitably dumped by contractor at a dumping site at his own cost. In case contractor fails to remove his material, the Employer (Maha-Metro) / Employer's representative of Civil contract along with the Employer (Maha-Metro) / Employer's representative of respective, system wide contractors shall inspect the site jointly and prepare a joint note. After written notice of minimum three days to the contractor to remove his material, thereafter Civil/GC may instruct civil contractor to remove it and the cost of the same shall be borne by the contractor.
12.	Security	Security of material, machine, tools and work at site shall be sole responsibility of the contractor at his own cost..
13.	Safety	Adequate care for Safety & Health and Environment shall be taken by contractor. Sufficient safety gadgets and equipment required as per nature of work shall be arranged by contractor at his own cost.
14.	Toilet, Drinking water & other Amenities	Proper & hygienic toilet facility & potable water facility at site shall be arranged by contractor at his own cost.
15.	Drainage	Contractor to provide and maintain proper drainage at site. Arrangements of pump or other equipment shall be responsibility of contractor at his own cost.
16.	Access Dates	Contractor to provide and update the other Contractor the access date for various working area
17.	Drawings	After completion of work Contractor shall provide as built drawing specifying the various equipment /system installed / relocated / altered.
18.	Services Requirements	Contractor to carry out works as per requirements of latest approved drawings by Engineer of Maha-Metro
19.	Site Storage Space	Contractor has to arrange properly levelled and debris free site storage space to other Contractor as per the instructions of the Engineer.
20.	Interface coordination Meeting	Contractor to organize coordination meetings as per project requirement to discuss interface issue, exchange information, drawings, documents etc. and inform the Employer / Employer's representative for critical issues. Minutes of Meeting for these meetings to be maintained and communicated by Contractor.
21.	Dewatering	Contractor has to provide temporary pumping arrangements along with Discharge piping at all locations to avoid water logging in his work area & surrounding area.

22.	Delivery of Material at Site	Contractor shall assist other contractors in planning, equipment delivery route for major materials and plant of the other contractors showing temporary and permanent provisions
23.	Resolution of Interface issues	Contractor as well as other working contractors shall, in carrying out their interface coordination responsibilities, raise their observations well in time and provide sufficient information to the employer to decide on any disagreement between contractors. If any contractor, despite having made reasonable efforts, cannot resolve any such disagreement, then the decision of the employer shall be final.
24.	Utility Map	Contractor shall share the updated Utility Map in case of any changes / shifting of utility services to the other contractor. The Contractor shall be responsible for relocating minor utilities. Major utilities, including storm drains and gas pipelines, will be relocated by Maha-Metro.
25.	Work Plan	Contractor shall prepare a work plan and get approved by engineer
26.	Trees trim/ Cut	Contractors shall cut/trim the trees as and when required & by the permission of local authority & after approval of engineer of Maha-Metro. Obtaining such permission shall be responsibility of contractor. Necessary support will be provided by Maha-Metro for correspondence with local bodies.
27.	Buried pipes for cables crossing	Contractor shall re- install & repair other utility pipes buried in his working area, if it get damaged due to his work. The cost of such re-installation & repairing is deemed to be inclusive in his main works
28.	Testing and commissioning	Contractor shall jointly check and confirm the functioning of the work completed by him. The testing shall be witness by Engineer.
29.	Integrated testing	Contractor shall conduct integrated testing of his work with existing functional system.

30.	Miscellaneous Responsibility of Contractor	a. Arrangement for the curing of C. C. foundation, muffling, brick masonry work etc. (If any) shall be done by clean and soft water at site by the contractor at his own cost. b. While executing the E.I. work, the contractor shall provide Generator for Electrical Drill machine at his own cost. c. The contractor shall follow the ISI specification, relevant standards, IER 1956 during the execution of work. d. The contractor shall obtain the permission of local Authority/N.O.C. before digging the road if necessary. e. During the execution of work shut down from M.S.E.T.C.L. is necessary, in all cases, it is solely responsibility of contractor to take necessary shut down with permission of local MSETCL authority. f. The contractor will have to use necessary Tools & Plants while execution of work at its own cost. g. After completion of work, the contractor shall have to carry necessary test and earth Test with calibrated megger & earth tester and the test report of same shall be submitted to Maha-Metro. h. After completion of the work, the contractor shall have to arrange the approval & inspection of E.I. from Electrical Inspector and accordingly N.O.C. shall be obtained. The necessary testing charges of M.S.E.T.C.L. shall be paid by the contractor. i. The work insurance and insurance of worker Labour insurance shall be done by contractor under the insurance act of his own cost. j. After Completion of the work, the contractor shall have to Hand Over complete site to MSETCL with complete documentation for further operation and Maintenance under the advice to Maha-Metro. k. The complete responsibility of safety of workers during the execution of work is solely of contractor. The contractor will have to follow all the safety rules during the execution of work. If any accident occurred during the execution of work, the responsibility of compensation will be of contractor. In any case, Maha-Metro will not be responsible for any compensation. l. Any fees/charges/taxes or penalties towards payment of Government/Semi-Government/Local /Private Bodies arising during the execution of the work is to be borne by the contractor. No compensation or refunds will be paid for this. m. Necessary approval for the material procurement shall be obtained by the contractor from the authority before starting the work.
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		n. The actual layout drawing shall be acquired as 'approved' by the contractor from the concerned Electrical Inspector before starting the work. o. The permission for 'Electrical-charging' of the installation shall be obtained by the contractor from the concerned Electrical Inspector after completion of the work. p. The dismantled materials i.e. Lattice Structure Tower, Brackets, Clamps, Insulators, G.I. wires & ACSR conductors and other items etc. shall be handed over to MSETCL at suitable stores under advice to Maha-Metro as directed by Engineer in-Charge of Maha-Metro, and copy of receipt of handing over shall be submitted. This includes lead and lift. Agency are required to inspect the site and get the depot location from concern MSETCL Executive Engineer, Dombivali & Kalwa. Material should be returned as per instruction of MSETCL. q. Contractor has to take prior permission from MSETCL/ TMC /local bodies and any concerned authority for shifting of electrical services and it's shut down. r. GTP approval and other necessary approvals will be sole responsibility of Contractor. s. All issues regarding ROW (including obtaining the ROW i.e. acquisition of land) & Clearances from Govt. authorities, if required will be sole responsibility of Contractor. t. Agency must conduct a site survey prior to submitting their bid.
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ANNEXURE VI-A**SITE MOBILITY AND SITE OFFICE FOR EMPLOYER****1. TRANSPORT / SITE MOBILITY**

1.1 The Contractor shall provide **02 (Two) numbers** of **6 Seater**, model SUV having AC facility for the use of the Employer within **one month** from the date of commencement of the works up to completion of work including Extension of Time (Till Complete Closure of Contract). The Contractor will bear all expenses connected with the operation and the maintenance of this vehicle, including driver's wages overtime and other benefits, cost of the fuel, lubricant, repairs and maintenance, third party insurance, any other related expenses etc. to the satisfaction of the Engineer. The vehicle shall be replaced with a new vehicle during breakdown time, failing which the Employer will hire the vehicle at the risk and cost of the Contractor.

1.2 Road Transport

- a) The vehicles shall not more than two year old, should have taxi permit and delivered and maintained by the Contractor in good roadworthy condition including daily cleaning.
- b) The Contractor shall employ and make available competent drivers fully licensed to operate the vehicles as and when required by the Employer. The Contractor shall replace drivers at the request of the Engineer/Employer. Alternate arrangement of drivers should be ensured by the contractor in case of emergency or excessive working hours due to demands of work.
- c) The vehicles shall be licensed and insured for use on the public highway and shall have comprehensive insurance cover for any qualified driver authorised by the Engineer/ Employer together with any authorised passengers and the carriage of goods or samples. All the relevant and valid documents of the vehicle should any time be available with the driver and can be asked to show by the Employer anytime.
- d) The Contractor shall provide fuel, oil for running of each vehicle for **3000 kms monthly** and ensure maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection with the Works. The vehicle shall be provided **day and night (24 hours)** as an when required during breakdown time, emergency as required by the Employer.

A suitable replacement shall be provided by the contractor for any vehicle out of service for more than 24 hours. If the contractor at any time fails to provide vehicle(s) or substitute vehicle(s) as specified, an amount of **Rs.2000 per day** for each vehicle (that the Contractor failed to provide) shall be recovered from the Contractor.

2. SITE OFFICE

2.1 Accommodation for the Employer/Engineer shall consist of 1 no. of site offices with overall carpet area 100 Sqm to be constructed by the Contractor at a place decided by the Employer (Maha-Metro shall provide the area upon request of the contractor), within One (01) month from the date of commencement of the works. In case of delay beyond Two months in provision of the accommodation either through construction or hire, penalty @ Rs 20000/- per week or part thereof will be imposed.

2.2 The site office should remain open for 24 hours a day and 7 days a week i.e. round the clock.

2.3 Site Office will provide for the following rooms/ spaces:

S. No.	Description	Carpet Area (in Sqm.)
i.	3 air-conditioned rooms with lockable condition each @ 10sqm	30
ii.	Air-conditioned Work station for 6 persons	25
iii.	Document room with lockable condition	5
iv.	Multi-purpose room with Air conditioning	20
v.	Pantry & Kitchen area	5
vi.	Toilets	7.5
vii.	Common Area/ Verandah/Open Space	7.5
viii.	GRAND TOTAL	100

Note: The areas provided above for individual rooms are typical. The minimum total Office area to be provided by the contract is 100 sqm. If there is less office area requirement for any of the site offices, the unexpended/unused remaining area may be provided at the remaining site office, if required, at the behest of Employer/Engineer.

2.4 Site Office for Engineer/Employer to be constructed by Contractor. Materials used for the construction of the offices shall be new and of approved quality. Materials shall be chosen such that the buildings when erected shall give good

ventilation, heat and sound insulation. Proper and due care must be insured for drainage and water proofing of/from the office structure. All windows and doors should be of good/approved quality to ensure safety, security etc. of the office.

2.5 All buildings shall be supplied with continuous (24 hour) running potable water to the kitchens and washrooms. The toilets may use raw water for flushing. The Contractor shall also arrange for the constant and hygienic disposal of all effluent, sewage and rubbish from the office buildings.

2.6 All buildings shall be supplied with electricity, AC 240 Voltage 50 Hz that shall be distributed to each room in accordance with the Regulations. Lighting and electrical power points shall be provided in each room. The disposition and location of light and power points will be as directed by the Engineer. 24 hours power supply is to be arranged by contractor to meet full power load. Air-conditioners, fans and coolers etc. will be provided as decided by the Engineer.

2.7 Firefighting equipment shall be provided in accordance with the local fire services office recommendations.

Note: No extra payment will be made for above facilities provided by the contractor stipulated in above points.

3. FURNITURE AND OTHER OFFICE EQUIPMENT AT EACH SITE OFFICES

The Contractor shall supply and maintain the following good/approved quality new furniture and equipment to the Employer/Engineer's offices within one month of the date of commencement of the works.

Description of Item	Nos.
Conference table (4000mm x1500mm)	1
Conference chairs	10
1200x900 mm double pedestal desks	3
Swivel office chair with armrest	3
4-drawer filing cabinet	6
Steel lockable cupboard 6ft high with internal shelves	2
Safety helmets	10 (Every year)
Safety harness	5
Safety Shoes	10 (Every year)
Day-glow safety waistcoat	10 (Every year)
Raincoat and Umbrella	5 each (Every year)

Refrigerator (Min. 45L)	1
2 L kettle	2
Potable water dispenser (incl. water purifier)	1
Cups and plates	10
Fire extinguishers - (As required confirming to the stipulations of Local authorities).	As per norms
Power Backup (Silent DG set/ Inverter) of minimum power of 15KVA	1

After successful completion of work, the furniture and equipment will be the property of the Employer.

Note: The above requirement is total requirement and includes all the site offices. In case of failure to provide the above-mentioned equipment within 6 Weeks, penalty @ Rs 25000/- per week or part thereof will be imposed.

4. FURNITURE AND OTHER OFFICE EQUIPMENT AT EACH SITE OFFICES

4.1 The contractor is required to maintain each site offices and provide the following, but not limited to:

- i) Pay all electricity charges.
- ii) Pay all water charges.
- iii) Carry out necessary repairs to office and equipment as and when required.
- iv) Day- to-day cleaning and maintenance and watch & ward etc.

4.2 The contractor shall provide within one month from the Date of Commencement of work the following personnel in each of the office as required for watch and ward and running of each site office.

- i) Watchmen / Security: (3 shifts of 1 man in a shift)
- ii) Office Assistance/document controller: (1 Person)
- iii) Office maintenance Personnel: (1 person)

Note: In case of delay beyond Two-month, penalty @ Rs 10000/- Per week or part thereof will be imposed.

5. EQUIPMENT FOR EACH OFFICE FOR THE USE OF THE EMPLOYER/ ENGINEER

The Contractor shall provide new equipment and software as listed below and maintain them for the exclusive use of the Employer and the Engineer. The Contractor shall provide and maintain the following equipment for the use of the Engineer and the Employer within one month from the date of commencement of the works. The equipment and software shall be the property of the

Employer.

a) Desktop Computers with UPS –Three (03) Nos.

- One (01) no. of desktop computer with minimum specification of 23.8" LCD Colour monitor, i7 (11th Generation), 16 GB DDR4 RAM, 1TB HDD + 256GB SSD, 2GB Graphics Card (Nvidia GTX 1050), Genuine Windows 10, Genuine Anti-Virus, In-built or external Wifi device, wireless keyboard and mouse.
- Two (02) nos. of desktop computer with minimum specification of 23.8" LCD Colour monitor, i5 (11th Generation), 8 GB DDR4 RAM, 1TB HDD, 2GB Graphics Card, Genuine Windows 10, Genuine Anti-Virus, In-built or external Wifi device, wireless keyboard and mouse.
- 4 nos. of pen drives of 16 GB capacity and 2 nos. of Portable External SSD Hard disk of 1 TB capacity each.

b) Colour Printers – 1 nos. (A3 size – 1 No.)

The A3 size printer shall be all in one (EPSON ECO TANK L14150 or equivalent), having features of Scanner, copier and Printer, with wifi enabled in them.

c) Application Software (Licensed) with each computer

- i) Windows 10 or latest version with OEM
- ii) Microsoft Office 2019 or latest release with OEM
- iii) AUTOCAD 3D Latest Version with OEM
- iv) M S Project/ P6 Primavera – Latest Version on OEM.
- v) PDF Converter/Professional
- vi) Anti-Virus Latest Version

d) Surge Protection Devices (one for each computer and printer as given above or as suitable to protect all equipment from voltage fluctuation).

e) UPS system with sufficient power backup (with minimum backup time of 30 minute) to meet the sufficient power load in case of power disruption.

f) Power supply for the systems is to be AC 240 volts, 50 Hz from normal building wiring circuit mains, power regulator, stabilizer or transformer should be supplied by the Contractor for the computer systems such that the systems can function efficiently.

g) The contractor has to provide Internet (Wi-Fi) connection of minimum 100mbps

for the use of Employer/Engineer to each site office.

- h) The Contractor shall provide a rental office for Maha Metro. The exact location of the office will be advised by Maha Metro within one (01) month from the date of commencement of the work.
- i) The office accommodation shall be taken on rent by the Contractor, and the rent shall be borne and paid by the Contractor.
- j) All furniture, equipment, and other assets provided in the office by the Contractor shall remain the property of the Contractor. Upon completion of the work and expiry of the defect liability period, the Contractor shall take back the said furniture, equipment, and assets in whatever condition they exist at the time of handover to contractor.

Note: In case of failure to provide the equipment within one month, penalty @ Rs 5000/- per equipment per week or part thereof will be imposed.

6. DOCUMENTATION

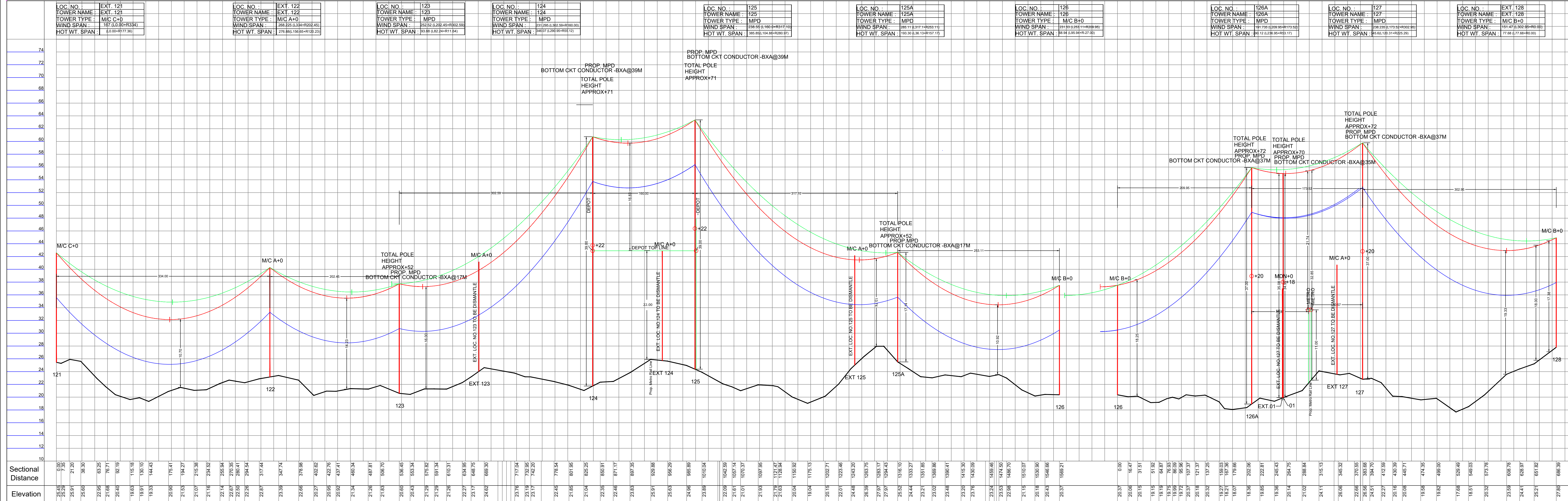
- 6.1 A complete set of documentation will be supplied with each System. The documentation should be self-tutorial in nature and be readily understood by non-computer personnel.
- 6.2 The following manuals will be supplied with the system: a. Manual on how to operate the equipment; and b. Manual on how to use the facilities and software provided by the supplier. (Including languages and utilities)

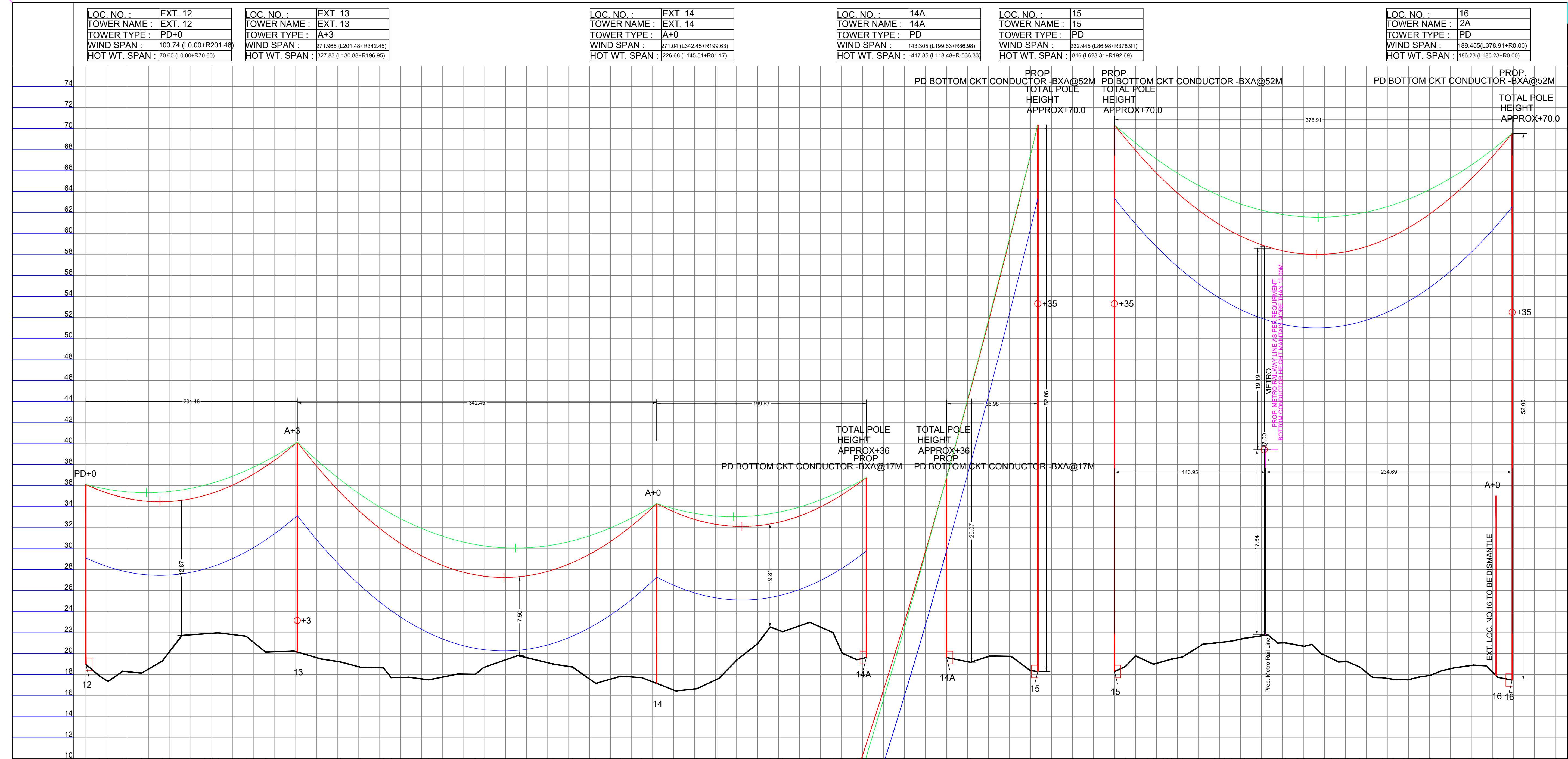
7. AUTOCAD OPERATOR

The contractor shall provide one AutoCAD operators with minimum two years' experience exclusively for the office of the Employer/Engineer.

ANNEXURE VI-B**DRAWINGS**

Drawings showing locations and tentative height of EHV lines from EGL are attached for bidders reference purposes only. Bidder is requested to visit the site /locations for better understanding and assessment. The contractor is responsible for preparing the tower schedule and profile drawings, as well as obtaining necessary approvals from MSETCL and Maha-Metro.



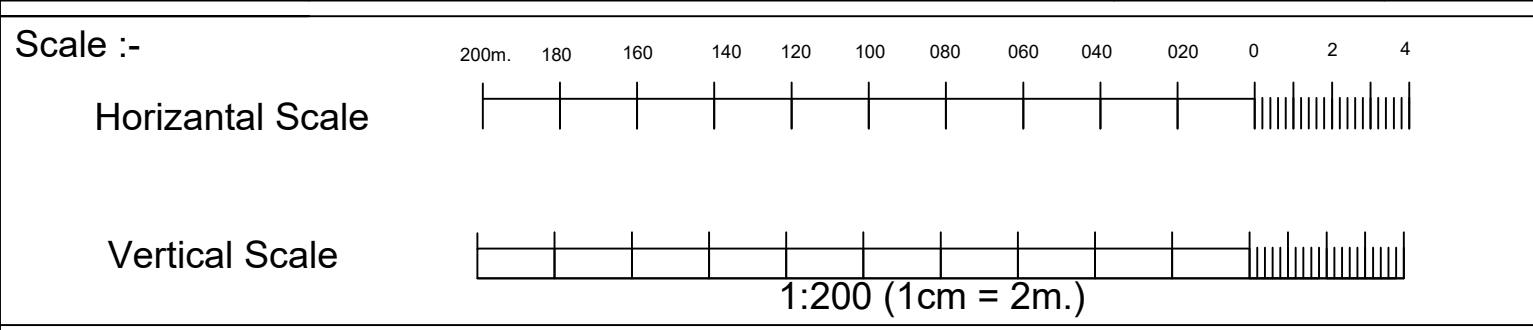


FOR, CONSTRUCTION PURPOSE.	
PLS - CADD Profile Drawing	
TOWER SPOTTING DATA FOR 220 KV HTLS CONDUCTOR T/L.	
1. Name	ACSR ZEBRA
2. Diameter (MM)	28.62
3. Unit Weight (KG/M)	1.625
4.Area (MM2)	484.5
5. Basic Span (M)-	320
6. Ground Clearance (M)+Sag error	7.0
7. Maximum Sag 75°C (M)	10.177
8.Tension At 75°C :No Wind (KG)	2445

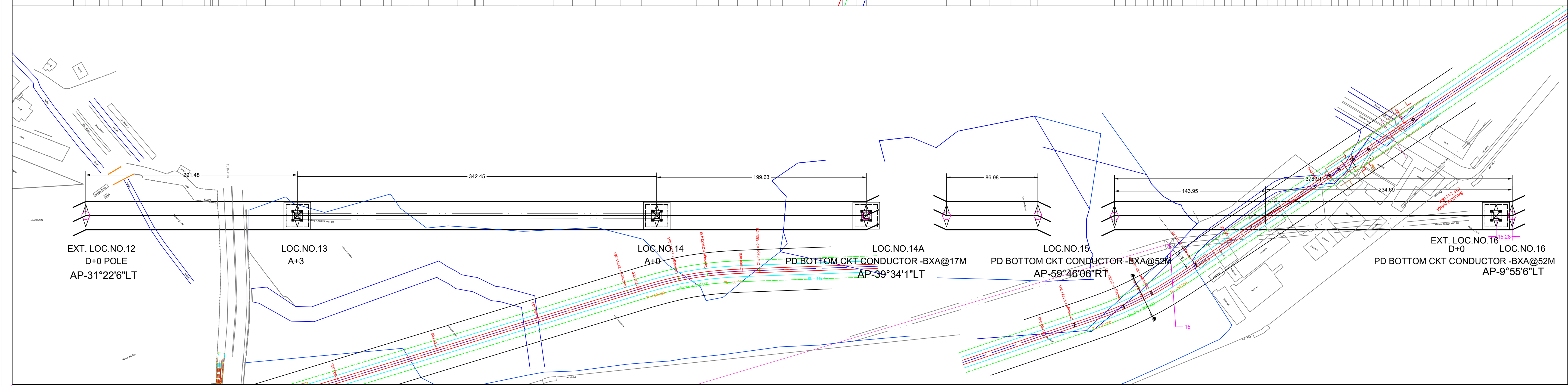
Legends.		
Sr. No.	Description	Symbol
1).	Alignment	_____
2).	Power Line Corridor	=====
3).	Hot Curve / Cold curve	_____
4).	Ground Clearance / Ground Profile	_____
5).	House / Ground Profile Side Hill	_____ / _____
6).	Railway Track	=====
7).	National Highway / State Highway	NH / SH
8).	Road / Cart Track	ROAD / CT.
9).	Existing 400KV/ 220KV / 132KV TL	=====
10).	33 kv Line	=====
11).	11 kv Line / LT line	=====
12).	Telephone Line / Fence	=====
13).	Pond / Canal / Nala / River	=====
14).	Bund / Well / Tube Well / Tree	=====

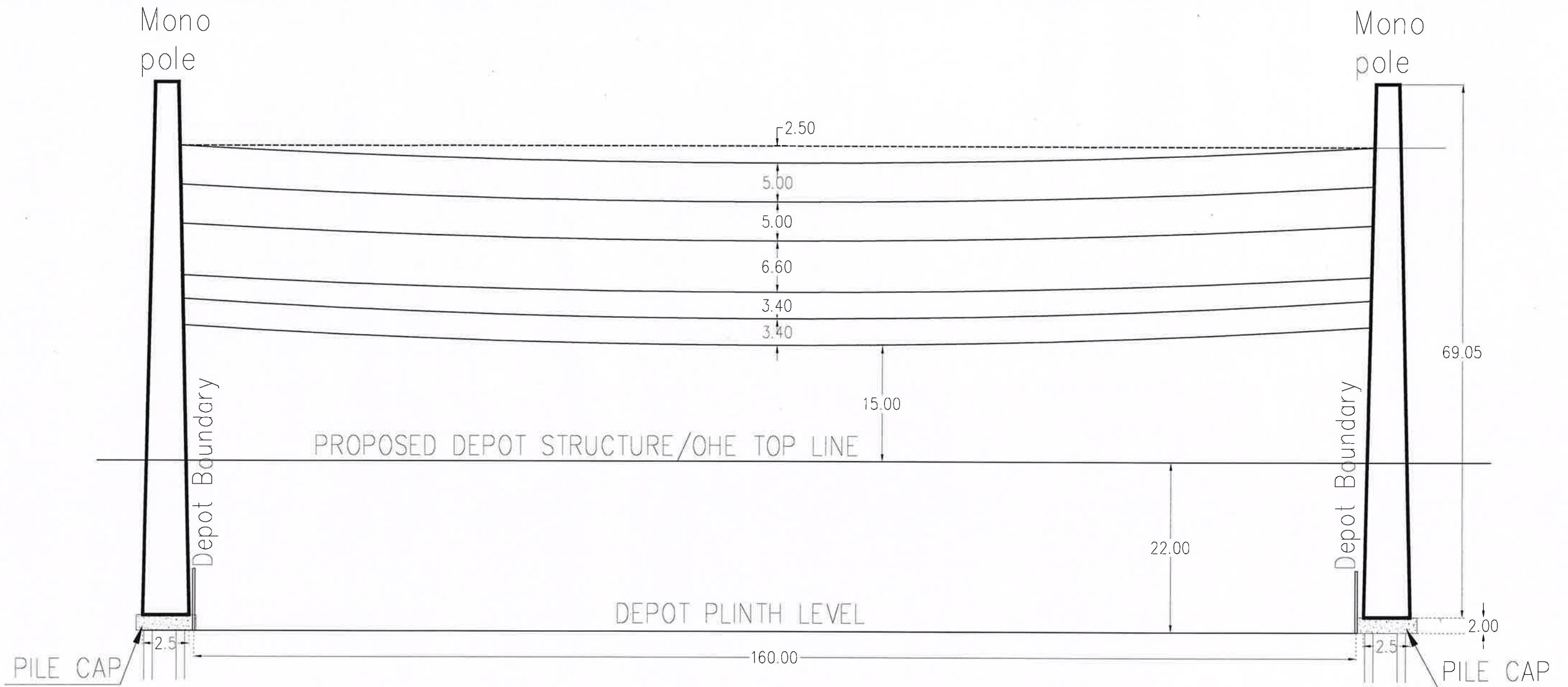
Note :- All Dimension are in meter Otherwise Stated.		
Sheet No.:	Sheet Name: LOC.NO.12 TO 16	
Rev No.:	Section Length:	Paper size:

Legends.			
Revision	Description	Date	Drawn
	Released for Approval		



CLIENT :	MAHARASTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
	MAHARASTRA METRO RAIL CO. LTD.
PROJRCT TITLE :	DETAIL SURVEY FOR Height RAISING OF 220KV M/C COLOURCHAIN TO TEMGHAR TRANSMISSION LINE, FROM EX.LOC. NO.12 TO EX.LOC. NO.16. DUE TO PROP. METRO RAIL LINE CROSSING.
DRAWING TITLE :	DRWAWING SHOWING THE PLAN AND PROFILE MAP FOR ESTIMATE PURPOSE





EHV LINE CROSSING AT DEPOT



MAHARASHTRA METRO RAIL CORPORATION LTD.
(THANE INTEGRAL RING METRO)

V.N. Vajpayee
12-11-23
V.N. VAJPAYEE
CRE(GC)

N.S. Bawskar
12/11/2023
N.S. BAWSKAR
ASST. MANAGER(ELEC.)

Rajesh Pawar
12/11/2023
RAJESH PAWAR
MANAGER(CIVIL)

Suresh Pakhare
12/11/2023
SURESH PAKHARE
CPM (PROJECT)

TITLE:-
EHV LINE CROSSING AT KASARVADAVALI DEPOT

DRG. No- TRMP/EHV/DEPOT/13

REV. No. 0

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Thane Integral Ring Metro Project)

**BID DOCUMENTS
FOR**

Name of work: -

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project..

Tender No. T1-022/ELE-02/2025

**Part-3: Conditions of Contract and Contract Forms
Section - VII: General Conditions of Contract (GCC)**



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

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PART- 4 - Commercial Package

Section XI	Preamble
	Financial Bid Offer Sheet
	Bill of Quantities

SECTION - VII GENERAL CONDITIONS OF CONTRACT

The contractual framework for this project shall follow the "**Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer**", Second Edition 2017 (reprinted in 2022 with amendments), published by the **Fédération Internationale des Ingénieurs-Conseils (FIDIC)**, commonly known as the **FIDIC Red Book**.

These **General Conditions of Contract (GCC/GC)** are to be read in conjunction with the **Particular Conditions of Contract (PCC/PC)**, which provide specific modifications, additions, and clarifications. The PCC consists of two parts:

- **Part A: Contract Data**, which takes precedence over Part B and the GCC;
- **Part B: Special Provisions**, which override corresponding provisions in the GCC under the same Sub-Clause number.

Together, the GCC and PCC comprehensively define the roles, responsibilities, and obligations of the parties involved.

As it is assumed that the Contractor is already familiar with the FIDIC General Conditions, a copy of the Red Book will not be supplied with the Tender/Contract Documents. Contractors are required to obtain an original copy of the above FIDIC publication independently from the source below:

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – P.O. Box 311
CH-1215 Geneva 15, Switzerland
Phone: +41 22 799 49 01
Fax: +41 22 799 49 54
Email: fidic@fidic.org
Website: www.fidic.org
ISBN: 978-2-88432-084-9

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Thane Integral Ring Metro Project)

BID DOCUMENTS

FOR

Name of work:-

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project..

Tender No. T1-022/ELE-02/2025

Part-III: Conditions of Contract and Contract Forms
Section - VIII: Particular Conditions of Contract (PCC)



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

Website: www.metrotrainnagpur.com

SECTION - VIII

Particular Conditions Part A – Contract Data

Sub-clause	Data to be given	Data
1.1.20	where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	0%
1.1.21	Country	India
1.1.27	Defects Notification Period (DNP) / Defect Liability Period (DLP)	12 Months During the Defects Liability Period the Contractor shall rectify/ replace the defective works without claiming any cost for the defective works fulfill his obligations during the Defects Liability Period as laid down in GC and Works Requirements
1.1.31	Employer's name and address	Employer: Maharashtra Metro Rail Corporation Limited Address: "Metro Bhawan", East High Court Road (VIP Road) Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA,
1.1.35	Engineer's name and address	shall be intimated to the Successful Bidder through LOA
1.1.74	Site	Thane Integral Ring Metro Project
1.1.84	Time for Completion	18 Months from the date of commencement as mentioned in LOA/ Notice to Proceed
1.3 (a)(ii)	agreed methods of electronic transmission	Electronic transmission shall be in the form of scanned copy of original documents, Letters, Mail, Post communicated through authorized E-Mail IDs of Parties or uploaded appropriately at E-Tender portal of Maha-Metro (as the case may be)
1.3(d)	address of Employer for communications	Maharashtra Metro Rail Corporation Limited, "Metro Bhawan", East High Court Road (VIP Road), Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA, E-Mail ID : md.nmrcl.tenders@gmail.com Website: www.metrorailnagpur.com
1.3(d)	address of Engineer for communications	Name and address of the Engineer shall be intimated to the Successful Bidder

Sub-clause	Data to be given	Data
1.3(d)	address of Contractor for communications	The Bidder shall furnish, as part of the Bid, its full address for correspondence, together with the name and mobile number of an authorized contact person.
1.4	Contract shall be governed by the law of	Laws of India
1.4	ruling language	English
1.4	language for communications	English
1.8	number of additional paper copies of Contractor's Documents	5 (Five)
1.15	Total liability of the Contractor to the Employer under or in connection with the Contract	equal to Contract Price
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within	After award of the work, The Engineer shall grant the Contractor right of access to, and /or possession of, the Site progressively for the completion of Works.
2.4	Employer's financial arrangements	Equity Funded

Sub-clause	Data to be given	Data
4.2	Performance Security (as percentages of the Accepted Contract Price/ Amount in Currencies):	At the time of the acceptance of LOA, successful bidder shall choose one of the options for Performance Security as given below: Option A) Performance Security in the form of BG/Bond @ 10%: The Performance Security shall be in the form of Insurance Surety Bond issued as per IRDAI (Surety Insurance Contracts) Guidelines, 2022 dated 3-Jan-2022 or an unconditional bank guarantee, issued by a reputable bank, including a scheduled bank or commercial bank (excluding Co-Operative Banks) acceptable to the Employer, in accordance with the pro-forma included in Section-IX (Contract Forms) in the amount of 10% of the Accepted Contract Amount in the currency/ies stated in the bid of the successful bidder drawn in favour of "Maharashtra Metro Rail Corporation Limited". In case the bank issuing the security is located outside the Employer's country, it shall have a correspondent bank located within the Employer's country to make it enforceable. OR Option B) Performance Security in the form of BG/Bond @ 5% + Retention of 5% from the IPCs: The Performance Security shall be in the form of Insurance Surety Bond issued as per IRDAI (Surety Insurance Contracts) Guidelines, 2022 dated 3-Jan-2022 or an unconditional bank guarantee, issued by a reputable bank, including a scheduled bank or commercial bank (excluding Co-Operative Banks) acceptable to the Employer, in accordance with the pro-forma included in Section-IX (Contract Forms) in the amount of 5% of the Accepted Contract Amount in the currency/ies stated in the bid of the successful bidder drawn in favour of "Maharashtra Metro Rail Corporation Limited". In case the bank issuing the security is located outside the Employer's country, it shall have a correspondent bank located within the Employer's country to make it enforceable. Retention from Interim Payment Certificates (IPCs): A retention of ten percent (10%) shall be deducted from each Interim Payment Certificate (IPC), excluding the IPC for Mobilization Advance, until the total amount of such deductions (hereinafter referred to as the "Retention Money") cumulatively reaches an amount equivalent to five percent (5%) of the Contract Price.

Sub-clause	Data to be given	Data
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	The value of a sub-contract excluding design work and the items in the Schedule of Miscellaneous works shall be limited to 50% of the contract price. The contract or any agreement between the contractor and subcontractor shall be in accordance with the "Contract". Prior consent of the Employer is required for proposed Subcontractors.
5.1(b)	parts of the Works for which subcontracting is not permitted	NIL
4.19	period of payment for temporary utilities	Not Applicable
4.20	number of additional paper copies of progress reports	5 (Five)
6.5	normal working hours on the Site	The normal working hours shall be from 08:00 hrs to 17:00 hrs. However, the Contractor may be required to carry out works during night hours and/or in multiple shifts to meet the project schedule or for other site-specific reasons. The Contract Price shall be deemed to include all costs associated with such night or shift work. No additional payment shall be made beyond the Accepted Contract Price for work carried out beyond normal working hours. The Contractor shall ensure full compliance with all applicable labour laws, including but not limited to regulations concerning working hours, overtime, night shifts, and welfare provisions for labour engaged during such hours.
8.3	number of additional paper copies of programmes	5 (Five)

Sub-clause	Data to be given	Data
8.8	Delay Damages payable for Work	Please refer to Appendix 2B in Annexure VI-3 (Part-2) for details of delay damages applicable to each individual Key Date. There is no upper limit on the delay damages that may be levied for delays in meeting any individual Key Date. However, the total cumulative delay damages recoverable under the Contract shall not exceed ten percent (10%) of the Accepted Contract Price. In the event that specific Key Dates are not stipulated in the Contract, the final date of the overall Contract period shall be deemed the Key Date for completion of all Works under the Contract, and delay damages at the rate of 0.5% of the Accepted Contract Price per week shall be levied for each complete week of delay beyond the said date.
8.8	maximum amount of Delay Damages	10% of the Contract Price
13.4(b)(ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	As detailed in PCC Cl. 13.4
14.2.	Total amount of Advance Payment (as a percentage of Accepted Contract Amount)	10% (Ten Percentage) of the Contract Price payable in two installments of 5% (five percent) in first installment and 5% (five percent) in second installment in the currencies and proportions in which the Accepted Contract Amount is payable.
14.2	Currency or currencies of Advance Payment	In the currencies and proportions in which the Accepted Contract Amount is payable.
14.3	period of payment	Monthly (after the end of each calendar month) (Maximum one IPC in any calendar month)
14.3(b)	number of additional paper copies of Statements	5 (Five)
14.3(iii)	percentage of retention and limit of Retention Money (as a percentage of Accepted Contract Amount)	The percentage of retention shall be determined in accordance with Clause 4.2 of the General Conditions of Contract (GCC), read together with the Contract Data and Particular Conditions of Contract (PCC), and shall depend on the option of Performance Security selected by the Contractor at the time of Acceptance of LOA.
14.5(b)(i)	Plant and Materials for payment when shipped	NIL
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	NIL

Sub-clause	Data to be given	Data
14.6.2	minimum amount of Interim Payment Certificate (IPC)	No minimum amount of Interim Payment Certificate (IPC) is defined
14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	No financing charges shall be payable due to delayed payment under Cl. 14.8
14.11.1(b)	number of additional paper copies of draft Final Statement	5 (Five)
14.15	currencies for payment of Contract Price	The contract price shall be paid in the currency/ies in which the bid of the successful bidder is expressed.
14.15(f)	rates of exchange	“Base date” for the purpose of this clause will be the date of submission of the bill “Central Bank of the country” would mean the Reserve Bank of India Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of base date
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	NIL
19.1	Insurance: General Requirements	The Contractor shall, at his own cost, effect and maintain all insurances as specified in the Contract. Such insurances shall be arranged after the award of the Contract and prior to the signing of the Contract Agreement. The insurance coverage shall remain valid and in full force to cover both the Employer and the Contractor against all loss or damage until the end of the Defects Notification Period, in accordance with Clause 19 of the Particular Conditions – Part B: Special Provisions.
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	NIL

Sub-clause	Data to be given	Data
19.1	permitted deductible limits: • <u>insurance required for the Works</u> • <u>insurance required for Goods</u> • <u>insurance required for liability for breach of professional duty</u> • <u>insurance required against liability for fitness for purpose (if any is required)</u> • <u>insurance required for injury to persons and damage to property</u> • <u>insurance required for injury to employees</u> <u>other insurances required by laws and local practice</u>	Please refer to relevant provisions in PCC
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	NIL
19.2.1(iv)	list of risks arising from Exceptional events which shall not be excluded from the insurance cover for the Works	NIL
19.2.2	extent of insurance required for Goods: amount of insurance required for Goods:	Insurance required for the Works and Goods is 100% of the accepted contract amount (Maximum 5% of claim amount deductible for insurance of the Works and Goods)
19.2.3(a)	Amount of insurance required for liability for breach of Professional Duty	Not Applicable
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.4	amount of insurance required for injury to persons and damage to property	Upto INR 20 Lakhs per occurrence, with number of occurrences unlimited
19.2.6	Other insurances	As per Indian Laws
21.1	time for appointment of DAAB	45 days from the date of issue of Notice of Dispute issued by the one party and accepted by the other party

Sub-clause	Data to be given	Data
21.1	the DAAB shall comprise:	3 Members
21.1	list of proposed members of DAAB - proposed by Employer - proposed by Contractor	Names of members shall be advised to successful bidders
21.1	Place of Arbitration	Nagpur
21.2	Appointing entity (official) for DAAB members	District Judge Nagpur / Institute of Engineers, Nagpur
21.6	Rules of Arbitration and administration of arbitration proceedings	The Arbitration and Conciliation Act, 1996 enacted by the Parliament of India and as amended time to time

Particular Conditions Part B – Special Provisions

These Particular Conditions of Contract add, replace, modify or delete Clauses contained in the ***FIDIC - Red Book (2017 Edition)*** i.e. **“Conditions of Contract for Construction for Building and Engineering Works designed by the Employer”** and shall take precedence over those contained in the General Conditions of Contract.

1. General Provisions

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
1.1 Definitions		
1.1.1 The Contract		
1.1.16	1.1.16	Add the following at the end of the definition: The Contractor's Equipment include, but not limited to the equipment stated in the Specification
1.1.30	1.1.30	Add the following at the end of the definition: “ Drawings ” shall also mean the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Employer /Engineer has issued a Notice to proceed.
1.1.66	1.1.66	<u>Replace with the following:</u> “ Programme ” or “ Works Programme ” means the programme showing the sequence, method and timing of investigations, design, issue of Notices to proceed, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning), indigenisation (where applicable) and related activities in the form and content prescribed by the Employer's Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Employer /Engineer has issued a Notice to proceed.
1.1.74	1.1.74	<u>Replace Sub-Clause with:</u> “Site” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
1.1.76	1.1.76	<u>The following is added to the definition:</u> The Specification includes Environment, Health and Safety Management Plan; Key Personnel requirement; and Equipment requirements.

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
New Sub Clause	1.1.89	<u>Add a new Sub-Clause 1.1.89:</u> “ Cost Centre Amount ” means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same may be revised from time to time in accordance with the Contract.
New Sub Clause	1.1.90	<u>Add a new Sub-Clause 1.1.90:</u> “ Cost Centre ” means a group of activities and/or items of work identified as such in the Pricing Document.
New Sub Clause	1.1.91	<u>Add a new Sub-Clause 1.1.91:</u> “ Design Data ” means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
New Sub Clause	1.1.92	<u>Add a new Sub-Clause 1.1.92:</u> “ Drawings ” means the Employer’s Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished
New Sub Clause	1.1.93	<u>Add a new Sub-Clause 1.1.93:</u> “ Notice to Proceed ” means the notice issued by the Employer / Engineer to the Contractor communicating the date from which the particular Works can be started.
New Sub Clause	1.1.94	<u>Add a new Sub-Clause 1.1.94:</u> “ Safety, Health and Environmental (SHE) Manual ” means the Employer’s manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
New Sub Clause	1.1.95	<u>Add a new Sub-Clause 1.1.95:</u> “ Project ” means Thane Integral Ring Metro Project.
New Sub Clause	1.1.96	<u>Add a new Sub-Clause 1.1.96:</u> “ Designated/Interfacing Contractors ” means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time: (a) contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer; (b) Sub-contractors of any tier of the contractors above provided that the definition shall exclude the Contractor and his subcontractors of any tier in relation to the Works.
New Sub Clause	1.1.97	<u>Add a new Sub-Clause 1.1.97:</u> “ Designer ” means the Detail Design Consultant, or part of the group forming the contractor, person, firm or company or group of

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		companies, or any replacement, carrying out the Detailed Design of Works or part thereof engaged by the Contractor.
New Sub Clause	1.1.98	<u>Add a new Sub-Clause 1.1.98:</u> “Contract Period” means the period from the Commencement Date to the date of Completion.
New Sub Clause	1.1.99	<u>Add a new Sub-Clause 1.1.99:</u> “Gazetted Holiday” means every holiday which is observed by Maharashtra Metro Rail Corporation Limited as a gazetted holiday.
New Sub Clause	1.1.100	<u>Add a new Sub-Clause 1.1.100:</u> “General Holiday” means Sunday.
New Sub Clause	1.1.101	<u>Add a new Sub-Clause 1.1.101:</u> “Key Date” means a date by which that activity is to be completed.
New Sub Clause	1.1.102	<u>Add a new Sub-Clause 1.1.102:</u> “Milestone” means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
New Sub Clause	1.1.103	<u>Add a new Sub-Clause 1.1.103:</u> “Stage” means level of progress of the works identified as such and more particularly described in the Employer’s Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
New Sub Clause	1.1.104	<u>Add a new Sub-Clause 1.1.104:</u> “Factory Tests” means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
New Sub Clause	1.1.105	<u>Add a new Sub-Clause 1.1.105:</u> “Integrated Testing” means the programme of tests performed by the Contractor at the direction of the Engineer/Employer following satisfactory completion of Contractor’s tests on his equipment, subsystems or system to verify and confirm the compatibility and compliant performance of his equipment/sub-system/system with the equipment/sub-system/system provided by others.
New Sub Clause	1.1.106	<u>Add a new Sub-Clause 1.1.106:</u> “Milestone Certificate” means the certificate to be issued by the Engineer/Employer in relation to the achievement or otherwise of Milestones.
New Sub Clause	1.1.107	<u>Add a new Sub-Clause 1.1.107:</u> Any mention of "Employer's Requirement" or "Work Requirement" within this tender document shall be deemed interchangeable, and both terms shall be construed to have the same meaning. Any obligations,

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		specifications, or conditions referenced under either term shall equally apply to the other, and any rights, responsibilities, or entitlements associated with one term shall be applicable to the other without distinction.
1.2 Interpretation		
1.2	1.2	Sub-paragraph (a) is replaced with the following: “Words indicating one gender include all genders. “he/she” is replaced with: “it”; “him/her” is replaced with “it”; “his” and “his/her” are replaced with: “its”; . “himself/herself” are replaced with: “itself”.” “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added: (k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”
1.3 Communications		
1.3	1.3	Add to Clause 1.3: Electronic transmission shall be in the form of scanned original documents.
1.5 Priority of Documents		
1.5	1.5	Replace sub-clause 1.5 with the following: The priority of the documents shall be as follows: (a) the Contract Agreement (On appropriate Stamp Paper). (b) the Letter of Acceptance (LOA) (c) Letter of Tender including Accepted Financial Bid & Bill of Quantities (d) Corrigendum / Addendum/ Clarifications (e) the Particular Conditions Part A – Contract Data; (f) the Particular Conditions Part B – Special Provisions. (g) the Particular Conditions Part C – Corrupt and Fraudulent Practices. (h) the Particular Conditions Part D - Environmental, Health and Safety (EHS) Metrics for Progress Reports. (i) the General Conditions (GC) (j) the Work Specification & Employer’s Requirement including personnel and equipment requirements; (k) the Drawings, (l) Contractor’s Submissions (m) the Joint Venture Undertaking (if the Contractor is a Joint Venture); and

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		(n) any other reference documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.
1.6 Contract Agreement		
1.6	1.6	<u>Replace the last para with the following:</u> If the Contractor comprises a JV, the contract agreement shall be signed either by the authorised representative of the JV in accordance with Sub-Clause 1.14 (Joint and Several Liability) or by the authorized representative of the each member of the JV
1.12 Confidentiality		
1.12	1.12	The following is added at the end of the second paragraph: “The Contractor shall however be permitted to disclose such particulars if required to establish its qualifications to compete for other projects.” “or” at the end of (b) is deleted. “or” at the end of (c) is added. The following is then added as (d): “is required to be provided to the Bank.”
1.17 Severability		
New Clause	1.17	<u>Add the following new clause:</u> Severability If any clause, provision, section, or part of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract shall remain valid and enforceable as if such invalid portion were not included. The parties shall promptly meet and negotiate a legally permissible substitute that best reflects the original intent of the parties. If necessary, they may seek judicial guidance to aid in such negotiations.

2. The Employer

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
2.1 Right of Access to the Site		
2.1	2.1	Replace the Provision in GCC After award of the work, The Engineer shall grant the Contractor right of access to, and /or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/ modify the schedule for completion of Works according to progressive possession / right of such sites. If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly. For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.5 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account. The Access Dates shown in the Works Requirements are for planning purposes only. The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date, and shall complete all installation and testing in each area by the relevant Key Date (If Any) Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer. Notwithstanding the above, the Contractor shall be solely responsible for acquisition or arrangement of land required for the execution of works and for obtaining all necessary statutory permissions/approvals at his own cost. MahaMetro shall not bear any financial liability in this regard.
2.2 Assistance		
2.2	2.2	<u>Add the following tat the end of sub clause 2.2:</u> The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractor's obligations. The following-up of all such requirements shall be the responsibility of the Contractor.

3. The Engineer

General Conditions of Contract (FIDIC – Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
3.1	3.1	<u>Add to clause 3.1: The Engineer</u> The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.
3.2	3.2	<u>Add to Clause 3.2: Engineer's Duties and Authority:</u> The Engineer shall copy to the Employer all communications given to or received from the Contractor by him in accordance with the Contract. The Engineer shall obtain the specific approval of the Employer before taking any of the following actions: [The Employer may choose to limit the Engineer's authority by selecting one or more of the options below:] • Issuing a Variation involving substantial technical modifications, an increase in the Accepted Contract Amount, or an extension of time; • Issuing the Performance Certificate or proceeding with a Determination under Clause 3.7 of the GCC; • Issuing Interim or Final Payment Certificates under Clause 14.6 of the GCC; and • Issuing a Taking-Over Certificate under Clauses 10.1 and 10.2 of the GCC.
3.3	3.3	The following is added at the end of Sub-Clause 3.3: The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative.
3.4	3.4	<u>Add to Clause 3.4: Delegation by the Engineer:</u> Delegation by the Engineer is subject to the provisions of the contract between the Employer and the Engineer.
3.5	3.5	<u>Add to Clause 3.5: Engineer's Instructions:</u> The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, the instructions shall be given in writing. If the Engineer or a delegated assistant: a) gives an oral instruction, b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

4 The Contractor

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
4.1 Contractor’s General Obligations		
4.1	4.1	The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”: “All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Employer.” The following is inserted after the fourth paragraph: “The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, such Notice not to be unreasonably delayed, to the measures the Contractor proposes to manage the environmental, health and safety risks and impacts, which at a minimum shall include applying the Site Specific Environment, Health and Safety Management Plans (EHSMPs) and EHS Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, to the Engineer for Review any additional Site Specific EHSMPs as are necessary to manage the EHS risks and impacts of ongoing Works (e.g. excavation, earth works, and structure works, stream/Drain and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The Contractor shall review the Site Specific EHSMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated Site Specific EHSMP shall be submitted to the Engineer for Review.
4.2 Performance Security		
4.2.1	4.2.1	The first paragraph is replaced with: “The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		Employer in the Contract Data, or in another form approved by the Employer" Replace "20%" as mentioned in 3rd para of the sub-clause 4.2.1 Contractor's obligations with "25%"
4.2.2	4.2.2	In the first paragraph after the words "is entitled under the Contract", add the following words ", including but not limited to,"
4.3 Contractor's Representative		
4.3	4.3	<u>Add to Clause 4.3:</u> Prior consent of the Employer is required for replacing the Contractor's representative.
4.6 Co-operation		
4.6	4.6	<u>Following is Added after the first paragraph:</u> The contractor shall also, as stated in the specification, employer's requirement, or as instructed by the Engineer, corporate with and allow appropriate opportunities for the Employer's personnel to conduct any environmental and social assessment. <u>Following is Added after the last paragraph:</u> The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations. If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated/Interfacing Contractor, the Contractor, in addition to his liability in respect of liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Employer/Engineer shall have certified in respect of additional payments or costs to the Designated/Interfacing Contractor in respect of such delay.
4.7 Setting Out		

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
4.7	4.7	<u>Add the following in sub-clause 4.7.1 Accuracy:</u> (e) The Contractor shall be responsible for carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works <u>Add the following in sub-clause 4.7.2 Errors:</u> (c) If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.
4.13 Rights of Way and Facilities		
4.13	4.13	<u>Add the following to sub clause 4.13 :</u> The Employer reserves the right to make use of these service roads/rights of way for itself or for other contractors working in the area, as and when necessary without any payment to the Contractor. For any such additional facilities that the Contractor may need to obtain, the Contractor shall comply with: (a) the measures and requirements relevant to the Contractor which are set forth in the Resettlement Plan ("RP") available with Maha Metro, to the extent it concerns impacts on affected people during construction; and (b) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the resettlement plan. The Accepted Contract Amount is deemed to include all expenses to ensure compliance with these measures, requirements and actions.
4.15 Access Route		
4.15	4.15	<u>Add the following to sub clause 4.15:</u> The Contractor shall take all necessary safety measures to prevent incidents or injuries to any third party arising from the use of the Contractor's Equipment on access routes, public roads, or other infrastructure. Prior to commencing the transportation of Goods, the Contractor shall adequately document the condition of all access routes, adjacent agricultural land, and other relevant infrastructure.

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		The Contractor shall continuously monitor road safety incidents and accidents to identify potential safety issues and shall implement appropriate corrective measures as necessary. The Contractor shall be liable for reinstating all access routes, agricultural land, public roads, and other infrastructure to their original condition, to the extent that any damage is caused by the Contractor's activities. All operations related to the execution of the Works shall be carried out in a manner that avoids unnecessary interference with public convenience or access to public/private roads, footpaths, or properties owned by the Employer or others. The Contractor shall select routes and use vehicles in such a way that the movement of Equipment, Plant, and Materials is minimized, does not cause undue traffic delays, and prevents damage to highways or bridges. In the event of any delay, damage, or injury, the Contractor shall bear the full cost of rectification or reconstruction and shall indemnify the Employer against all related claims, demands, proceedings, damages, costs, charges, and expenses. Should the Contractor receive any claim during the execution of the Works relating to damage to highways, bridges, or related infrastructure, the Contractor shall immediately report the facts to the Engineer, negotiate a settlement where appropriate, and fully indemnify the Employer against all associated liabilities.
4.16 Transport of Goods		
4.16	4.16	The following is added at the end of Sub-Clause 4.16: "The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.
4.17 Contractor's Equipment		
4.17	4.17	<u>Add the following to sub clause 4.17 :</u> Upon completion of the Works the Contractor shall remove from the Site the entire said Contractor's Equipment, Temporary works and his unused materials within 42 days after the Issuing of taking over certificate, failing which the employer may remove them at contractor's cost.
4.18 Protection of the Environment		

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
4.18	4.18	<u>Add the following to sub clause 4.18:</u> “The Contractor shall take all necessary measures to fulfill the following obligations under the Contract to protect the environment, including (but not limited to): (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people, property and protected areas and habitat of threatened species (if any) resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws. In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.
4.19 Temporary Utilities		
4.19	4.19	<u>Add the following to sub clause 4.19:</u> The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works and any other services the Contractor may require for the execution of the Works. No temporary utilities are envisaged to be provided by the Employer. The Employer where feasible may at his discretion assist the Contractor in giving recommendatory letters etc.
4.20 Progress Reports		
4.20	4.20	<u>Replace 4.20 (g) with:</u> “the Environmental, Health and Safety (EHS) Metrics for Progress Reports set out in Particular Conditions - Part D” <u>Add the following to Sub-clause 4.20 Progress Reports:</u> (i) In addition to Monthly Progress Reports, the Employer may ask Weekly Progress Report

General Conditions of Contract (FIDIC - Red -2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		(j) If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, and Materials. (k) The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body. The progress reports shall conform to the Employer's Requirements. The following is added at the end of the Sub-Clause: "In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [Progress Reports] upon becoming aware of its occurrence, the Contractor shall inform the Engineer within 24 hours of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property or to the natural environment, including protected areas and habitat of threatened species. The Contractor, upon becoming aware of the incident or accident, shall also inform the Engineer within 24 hours of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel.
4.21 Security of the Site		
4.21	4.21	<u>Add the following to sub clause 4.21:</u> (c) The Contractor shall ensure proper security of all his assets along with Employer's assets by proper barricading / fencing (wherever required) and by deploying adequate security personnel and Security Equipment at his own cost. (d) The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect which includes the following:- (i) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;

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		(ii) provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and (e) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance, by installing CCTV Cameras with backup system to verify that the Safety & security Plans are being properly and fully implemented. (f) "If required in the Specification, further to conducting a site security risk assessment, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site. (g) The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification. (h) The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification." (i) monitoring of the obligations in Sub-Clauses [4.13, 4.18, 6.4, 6.7, 6.21, and 6.22.
4.23 Archaeological and Geological Findings		
4.23	4.23	<u>Replace first para "All fossils, coins, articles....</u> <u>... damaging any of these findings." with the following:</u> "All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

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		a. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; b. train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and c. implement any other action consistent with the requirements of the Specification and relevant Laws."
4.24 Assignment of Contractor's and Sub-contractor's Obligations (New Clause)		
New Clause	New Clause 4.24	<u>Add a new sub-clause 4.24:</u> The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by: a. a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or b. assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer. In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer
4.25 Confidentiality of Information (New Clause)		
New Clause	New Clause 4.25	<u>Add a new sub-clause 4.25:</u> The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise

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		provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.
4.26 Sheds, Stores, Yards (New Clause)		
New Clause	New Clause 4.26	<u>Add a new sub-clause 4.26:</u> It shall be the responsibility of the Contractor to provide at his own cost the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Employer/Engineer who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.
4.27 Temporary Works (New Clause)		
New Clause	New Clause 4.27	<u>Add a new sub-clause 4.27:</u> All temporary works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Employer/Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Employer/Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Employer/Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.
4.28 Access for Engineer (New Clause)		
New Clause	New Clause 4.28	<u>Add a new sub-clause 4.28 :</u> The Contractor shall allow at all times the Employer/Engineer or any other person authorised by the Employer/Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Employer/Engineer or any person authorised by him to have such access.
4.29 Contractor to keep Site Clear (New Clause)		
New Clause	New	<u>Add a new sub-clause 4.29:</u>

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	Clause 4.29	On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Employer/Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Employer/Engineer will be recovered from the Payments due to the Contractor. No final payment in settlement of the accounts for Works shall be made till, in addition to any other condition necessary for such final payment, site clearance and clearance of labour camps etc. shall have been effected by him.
4.30 Publicity (New Clause)		
New Clause	New Clause 4.30	<u>Add a new sub-clause 4.30:</u> The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer.
4.31 Disclosure of Relationship (New Clause)		
New Clause	New Clause 4.31	<u>Add a new sub-clause 4.31:</u> If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.
4.32 Use of Explosives (New Clause)		

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GCC	PCC	
New Clause	New Clause 4.32	<u>Add a new sub-clause 4.32 Use of Explosives:</u> Explosives shall not be used on the Works or on the Site by the Contractor without the consent of the Employer/Engineer and shall be used in the manner and to the extent permitted by the Employer/Engineer. The explosives shall be handled and used under the strict supervision of persons licensed for this purpose under the requisite statutory rules and regulations. When explosives are required for the Works they shall be stored in a special magazine to be provided at the cost of the Contractor in accordance with the requisite statutory rules and regulations. The Contractor shall take all precautions in transporting and using the explosives and avoid damage to nearby structures and utilities. All operations, in which or for which the explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall hold the Employer harmless and shall indemnify the Employer in respect thereof. The Contractor shall follow all extant rules and regulations regarding the procurement, storage, transport etc. of explosives
4.33 Work by Persons Other than Contractor (New Clause)		
New Clause	New Clause 4.33	<u>Add a new sub-clause 4.33:</u> If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Employer/Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. All expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Employer/Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
<u>4.34 Milestones</u>		
New Clause	New Clause 4.34	The Contractor shall comply with the Milestones stated in the Contract Data and Employer's Requirement." The Contractor shall complete the works of each Milestone (including the all works which are stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

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GCC	PCC	
		The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion of each Milestone. Sub-paragraph 9d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause. The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor's Notice: (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued. The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause. If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause): (i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default; (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate; (iii) these delay damages shall be the only damages due from the Contractor for such default; and (iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

5 Subcontracting

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC) PCC
GCC	PCC	
5.1 Subcontractors		
5.1	5.1	<u>Add the following to sub clause 5.1 :</u>
		a) Sub–contracting of works shall be limited to 50% of the awarded cost of the work. 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. However, the Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements and other contractual obligations with the main contractor. b) The Contractor shall not be required to provide to the Engineer the details of the pricing of their Sub-contracts. c) For sub-contracts exceeding Rs. 5 million each, it will be obligatory for the Contractor to obtain a “Notice of No Objection” from the Engineer, for selection of the Sub-contractor and Vendor. The contractor shall submit the full detail of subcontractor and tasks proposed to be assigned, along with application of NOC. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor. d) The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a Subcontractor complies with the requirements of the Contract. e) Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion it is consider necessary, the Engineer shall have full authority to order the removal of any subcontractor from the Site or off-Site, place of construction/fabrication or storage. f) Employer is not responsible for payment of any dues, claims of Sub-Contractor of Contractor. g) The Contractor shall ensure that their sub-contractors, material / equipment suppliers and other agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before Employer. For this, necessary provision is to be made in the agreement between Contractor and their Sub contractors / other agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by Contractor in respect of each such agency: h) Undertaking Contract no./Tender No. Name of work

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GCC	PCC	
		In connection with above work, M/s , Contractor has/is engaging M/s , as sub-contractor (material / equipment supplier or service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between Contractor and subcontractor. It is confirmed by the subcontractor that any claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before Employer and also shall not make any claim against Employer before any forum/court.
5.2.2	5.2.2	In sub-paragraph (c): “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”. The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].

6 Staff and Labour

General Conditions of Contract (FIDIC – Red -2017)		Particular Conditions of Contract (PCC) PCC
GCC	PCC	
6.1 Engagement of Staff and Labour		
6.1	6.1	<u>Add the following to sub clause 6.1 :</u> The Contractor shall, if required by the Employer, deliver to the Employer/Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site. The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country. The Contractor shall use its best efforts to maximize employment of women and local people, including disadvantaged and affected persons living around the Site. The Contractor should follow the requirements of the EIA and EMP in regards with staff and labor.
6.2 Rates of Wages and Conditions of Labour		
6.2	6.2	<u>Add the following to sub clause 6.2:</u> The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act. Labour provided by the Contractor, either directly or through subcontractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor. In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefor is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the

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		Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recovered by the Employer from the Contractor. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. The Contractor shall have paid its staff and labour all due wages and entitlements on or before the end of their engagement/ employment."
6.3 Recruitment of Persons		
6.3	6.3	<u>Add the following to sub clause 6.3 :</u> The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or representative of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer. The contractor shall not poach any technically qualified engineers from fellow contractors of same project.
6.5 Working Hours		
6.5	6.5	<u>Add the following to sub clause 6.5 :</u> The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirement.
6.6 Facilities for Staff and Labour		
6.6	6.6	<u>Add the following to sub clause 6.6:</u> If stated in the Employer's Requirement, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirement.
6.7 Health and Safety of Personnel		
6.7	6.7	<u>Add the following to sub clause 6.7:</u> In the second paragraph, "The Contractor" is replaced with:

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		“Except as otherwise stated in the Employer’s Requirement, the Contractor...” The following is added after the third paragraph: “HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals. The Contractor shall conduct health and safety programs for workers employed under the project and shall include information on the trafficking of workers and the risk of sexually transmitted diseases, including HIV/AIDs in such programs. The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor’s employees, all Subcontractors and any other Contractor’s or Employer’s personnel, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour. The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilized and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.”

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		“The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities. “(ii) coordinate with PMU and Ministry/ Department of Health to prevent infection diseases including COVID-19 at the Site.” The Contractor should follow the requirements of the EIA and EMP in regards with health and safety of personnel. The Contractor shall ensure complete compliance with relevant clauses of Employer’s Health, Safety and Environment Manual (SHE Manual).
6.9 Contractor’s Personnel		
6.9	6.9	The Sub-Clause is replaced with the following: “The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in any of the conducts defined in 2.1 (a) of Particular Conditions Part C (Corrupt and Fraudulent Practices) during the execution of the Works; (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the EHS Code of Conduct for Contractor’s Personnel (EHS) as stated in Sub-clause 4.24 [EHS Code of Conduct]. If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3

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GCC	PCC	
		[Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply. Subject to the requirements in Sub-Clause 4.3 [Contractor's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."
6.11 Disorderly Conduct		
6.11	6.11	<u>Add the following to sub clause 6.11:</u> In case, deployment of a Special Police Force becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.
6.12 Key Personnel		
6.12	6.12	<u>Add the following to sub clause 6.12:</u> If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

7 Plant, Materials and Workmanship

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GCC	PCC	
7.4 Testing by the Contractor		
7.4	7.4	<u>Add the following to sub clause 7.4:</u> The expense of conducting all Tests and expenses towards travel and accommodation for Employer or the Engineer attending the test for the purpose of clause 7.3, 7.4 and 7.5 shall be borne by the Contractor.
7.6 Remedial Work		
7.6	7.6	In the first paragraph, the expression “In addition to” is replaced With “Notwithstanding” <u>Add the following to sub clause 7.6:</u> The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing by the Engineer.
7.7 Ownership of Plant and Materials		
7.7	7.7	The following is added before the first paragraph: “Except as otherwise provided in the Contract,”
7.9 Examination of work before covering up (New Clause)		
New Clause	New Clause 7.9	<u>Add a new Clause 7.9:</u> No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer.
7.10 Cost of Uncovering Work Already Covered up (New Clause)		
New Clause	New Clause 7.10	<u>Add a new Clause 7.10:</u> <u>Cost of uncovering the work already covered up</u> The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.4 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, costs shall be borne by the Contractor. In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer’s Requirements and there is no way to

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		change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only as a Contractor's deemed variation at lower negotiated price. The decision of the Engineer in this regard shall be final and binding on the Contractor.

8 Commencement, Delays and Suspension

General Conditions of Contract (FIDIC – Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
8.1 Commencement of Works		
8.1	8.1	<u>Replace sub clause 8.1 with the following:</u> The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in the Notice to Proceed. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time is the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause. The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.
8.5 Extension of Time for Completion		
8.5	8.5	Replace sub clause 8.5 with the following: 8.5.1 Extension of Time The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes: 1. a. "Exceptional Events" referred to in Clause 18 b. The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension. d. Acts or omissions of other Designated/ Interfacing Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends. e. Any delay, impediment or prevention caused by or attributable to the Employer. f. Any order of Court restraining the performance of the contract in full or in any part thereof and the contractor not being in default as to reason of such order of Court. g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same. h. An Employer's Variation unless an adjustment to the time for completion has been agreed under Sub-Clause 13.3

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		2. However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to a. the failure of sub-contractor, to commence or to carry out work in due time, b. non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials, c. inclement weather conditions, other than 1 in 50 year cycle and d. the Contractor not fulfilling his obligations under Sub-Clause 4.6. If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause. If the cause of delay continued for a period exceeding 7 days, the Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delays). The Engineer shall proceed in accordance with Sub-Clause 3.7 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. 8.5.2 Extension of time for completion for other reasons Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time. Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date and the Time for Completion. 8.5.3 Extension of time for delays due to Contractor If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

General Conditions of Contract (FIDIC – Red-2017)		Particular Conditions of Contract (PCC)																									
GCC	PCC																										
8.8 Delay Damages																											
8.8	8.8	Add the following to sub clause 8.8: Liquidated damages shall be levied as per the rates given in (Key Dates and Penalties) Part-2 of the bid Document..																									
8.10 Consequences of Suspension																											
8.10	8.10	Add the following to sub clause 8.10: The Contractor shall not be entitled to extra cost (if any), other than provided below incurred by him, except as stated below during the period of suspension of Work, if such suspension is - provided for in the Contract, or - necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or - necessary for the safety of Works or any part thereof or - necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or - to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities. <table><tr><th>Sr. No</th><th>Suspension Period</th><th>Extension of Time</th><th>Compensation for the suspension period</th><th>Remarks</th></tr><tr><td>1</td><td>Up to 14 days</td><td>No</td><td>No</td><td>Engineer may give extension of time in exceptional circumstances</td></tr><tr><td>2</td><td>15-30 days</td><td>yes</td><td>No</td><td>extension of time as considered proper by the Engineer</td></tr><tr><td>3</td><td>Above 30 days</td><td>Yes</td><td> - As per Daily rate of wages for idle labour/ employees. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to Cover Overhead costs </td><td>Compensation as assessed by the Engineer on submission of documentary proof by the contractor to Engineer's satisfaction</td></tr><tr><td>4</td><td>Above 90 days</td><td>No</td><td>As per Sub-Clause 8.9</td><td>Contractor may ask for closure of the contract, or deletion from the Contract of that part of works which has been suspended</td></tr></table>	Sr. No	Suspension Period	Extension of Time	Compensation for the suspension period	Remarks	1	Up to 14 days	No	No	Engineer may give extension of time in exceptional circumstances	2	15-30 days	yes	No	extension of time as considered proper by the Engineer	3	Above 30 days	Yes	- As per Daily rate of wages for idle labour/ employees. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to Cover Overhead costs	Compensation as assessed by the Engineer on submission of documentary proof by the contractor to Engineer's satisfaction	4	Above 90 days	No	As per Sub-Clause 8.9	Contractor may ask for closure of the contract, or deletion from the Contract of that part of works which has been suspended
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9 Tests on Completion

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
9.5 Integrated testing and system commissioning (New Clause)		
New Clause	New Clause 9.5	<u>Add a new Clause 9.5</u> Tests on Completion shall also include Integrated Testing. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others. The results of integrated testing and commissioning shall be compiled and evaluated by the Engineer. Compilation of Test Results The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor. Re-testing If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor. Statutory Requirements The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers. The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.
9.6 Failure to pass Integrated testing (New Clause)		
New Clause	New Clause 9.6	<u>Add a new Clause 9.6:</u> If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence

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		proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer /Engineer may deem to be reasonable.

11 Defects after Taking Over

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
11.2 Cost of Remedying Defects		
11.2	11.2	Add the following at the end of this clause: “Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 4.16.”
11.4 Failure to remedy Defects		
11.4	11.4	<u>Add the following at the end</u> Emergency defect rectification If any defect or damage is requiring immediate attention from safety, environmental or operational viewpoint and the contractor could not attend the same immediately, the Employer/Engineer has the authority to proceed with rectification in any manner suitable and the Employer shall be entitled to payment by the contractor of the cost incurred by the employer.

13 Variation and Adjustment

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
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13.3	13.3	Replace the Sub-Clause 13.3 of GCC with the following: A. Variation Procedure: If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Consent of the Engineer & approval of Employer is required on any proposed Variation issued for substantial technical modifications, additional cost or extension of time. Such Variation shall be consolidated in a signed Amendment to Contract agreed by both Parties. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt. Each Variation shall be processed in accordance with detailed procedures described in Particular Conditions, unless the Engineer instructs or approves otherwise in accordance with this Clause. "Employer's Variation" means a change in the Works Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Works Requirements. Changes to any sequence, method or timing of manufacture, testing and Commissioning including Integrated Testing and Commissioning and changes to any part of the Site or access thereto will not constitute Employer's Variation. An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions: within 14 days (or such other period as the Engineer may allow) of the Engineer informing the Contractor in writing of the intention to request an Employer's Variation, the Contractor shall notify the Engineer in writing whether in his opinion the Employer's Variation would, if ordered: (i) give rise to any entitlement to an extension of time; or

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		(ii) affect the achievement of any Milestone; or (iii) give rise to any entitlement to additional payment; or (iv) affect the warranties of the Contractor set out in Conditions of Contract, and shall submit his proposals as to the terms upon which he would agree to implement the Employer's Variation. The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 13.2 and / or 13.3, respond with approval, rejection or comments. If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.7 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments. After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the variation, only cost for design to the extent of work done will be paid to the Contractor. Until such time an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences. Modification to contract to be in writing: In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Maha Metro and the contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Maha Metro unless and until the same is incorporated in a formal instrument and signed by the Maha Metro and the contractor, and till then the Maha-Metro shall have the right to repudiate such arrangements. Powers of modifications to contract: The Engineer on behalf of the Maha Metro with prior approval shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
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		contractor will not be entitled, to any compensation for any increase / reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order. Valuation of variations: The enlargements, extensions, diminutions, reduction, alterations or additions referred to in sub-clause 13.3 B (1) of this clause shall in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/ quantities of work falling outside the purview of the provisions of the sub-clause 13.3 B (1) shall be paid for at the rates determined as per procedure laid down in sub-clause 13.3 B (2). The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of Maha Metro as per single tender should be obtained. Note: Variation to be approved should be limited so as not to completely change the scope character and purpose of the original contract. B. <u>Detail Procedure for Variation in Quantities & Work</u> 1. <u>Variation of Quantities (to be paid under Item rate basis) in Existing BOQ items under the Contract</u> The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items /group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or Group of Items, specified in the Bill of Quantities. (a) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would

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		be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual items of works. (b) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rated irrespective of any variation. (c) In case of earth work, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit. (d) Variation on quantities during execution of the works contracts: The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: (i) Individual NS items in contract shall be operated with variations of plus or minus 25% and payment would be made as per the agreement rate (ii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: a) Operation of an item by more than 125% of the agreement quantity needs the approval of Maha Metro. (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned items shall be paid at 96% of the rate awarded for that item in that particular tender (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstance with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value c) Execution of quantities beyond 150% of the overall

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		agreemental value should not be permitted and, if found necessary, should be only through fresh tender or by negotiating with existing contractor, with approval of Project Committee. (e) In cases where decrease is involved during execution of contract: (i) The contract signing authority can decrease the items upto 25% of individual item (ii) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. (iii) It should be certified that the work proposed to be reduced will not be required in the same work. (f) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value. (g) No such quantity variation limit shall apply for foundation items. (h) As far as SOR/BOQ schedule items are concerned, the limit of 25% would apply to the value of SOR/BOQ schedule as a whole and not on individual SOR/BOQ schedule items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). 2. <u>Variation due to New Items /NS Items</u> In all cases where new items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, at least 14 days before the need for their execution arises. i. If Employer/ Engineer finds that any extra items / NS Item, which is not included in the BOQ Schedules of this contract and is required to be executed, it may be done at: a. Latest Schedule of Rate of CPWD - DSR with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or b. Latest Schedule of Rate of Maharashtra PWD / MJP/ MCGM with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or

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		c. rate for similar items available in Bill of Quantities of the accepted tenders duly updated to current price level at 5% Simple interest per year (in the above sequence). ii. No Price Variation shall be applicable on rates of Items derived under “a” or “b” above. Whereas, rates derived under “c” above shall be fixed for the period of 18 months from the issue of Variation Order and shall be reviewed for further period if required. iii. In case, the above is not possible, following steps are to be followed to arrive at rates of such items a. Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation. b. Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap. c. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour. d. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose. e. An amount of 20% of items (a), (b), (c) and (d) above is added as Contractor’s overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor. f. If the said Extra Items /NS Item are executed / supplied by a sub- contractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor. 3 (i) In the event of disagreement in respect of determination of rate, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or

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		fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities /new items/NS Items and the Engineer shall be free to get such additional quantities beyond 25% and new items / NS Items executed through any other agency appointed by Employer. However, if the Engineer or the Employer so directs, the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items / NS Items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute. 3 (ii) The Contractor shall furnish sufficient information in terms of rates /prices of the works, equipment /components manufactured by the contractor or sourced from the Vendors/Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profits and inflation rate, so as to establish the reasonableness of the variation price. In assessing work covered by any sub-contract, the Engineer shall have, where he deems necessary, access to the original sub-contract conditions, rates prices and details of the variation claimed and may direct the Contractor to provide a copy of the same, to assist in evaluating any Variations. 3 (iii) Any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Contractor and the Employer. This agreement shall determine the amount which should be added to or deducted from the relevant Cost Centre Amount and/or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation. 3 (iv) In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost center amount which shall be binding on the contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information

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		available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer and Contractor as to the terms and price of the variation have been reached or not but may submit his Claim if necessary, in accordance with Sub- clause 20 of GCC. 3 (v) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.
13.4	13.4	Replace the Sub-Clause 13.4 of GCC with the following: <u>Provisional Sums:</u> Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor, and for which adjustments to the Contract Price and the Schedule of Payments (if any) shall be agreed or determined under Sub-Clause 13.3.1 [Variation by Instruction]; and/or (b) Plant, Materials, works or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Sub-Clause 4.5 [Nominated Subcontractors]) or otherwise, and for which there shall be included in the Contract Price: (i) the actual amounts paid (or due to be paid) by the Contractor; and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the applicable Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

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		If the Engineer instructs the Contractor under sub-paragraph (a) and/or (b) above, this instruction may include a requirement for the Contractor to submit quotations from the Contractor's suppliers and/or subcontractors for all (or some) of the items of the work to be executed or Plant, Materials, works or services to be purchased. Thereafter, the Engineer may respond by giving a Notice either instructing the Contractor to accept one of these quotations (but such an instruction shall not be taken as an instruction under Sub-Clause 4.5 [Nominated Subcontractors]) or revoking the instruction. If the Engineer does not so respond within 7 days of receiving the quotations, the Contractor shall be entitled to accept any of these quotations at the Contractor's discretion. Each Statement that includes a Provisional Sum shall also include all applicable invoices, vouchers and accounts or receipts in substantiation of the Provisional Sum. Further, (i) An amount of 20% of items under (a), (b), (c) and (d) of sub-clause 13.3 B(2)(iii) above is added as a Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor. (ii) If the said Extra Items /NS Item are executed / supplied by a sub-contractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor.
13.7 Adjustments for changes in cost (Price Variation)		
		<u>No Price Adjustment is payable in this tender, therefore following clause is not applicable</u> Add the following to Sub-Clause 13.7 of the GCC: In continuation to the provisions in GCC, following Procedure shall be adopted to determine the adjustment for change in Cost <i>{this clause is not applicable to this tender}</i>

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		a) The rates as per the accepted Bill of Quantities / Pricing Document shall be applicable till the completion of the Works and will be varied only to the extent of permissible price variation under this clause which will be applicable for the Schedules mentioned above from the date of commencement of this contract. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price Variation formula, the rates in the accepted Bill of Quantities / Pricing Document shall be deemed to include amounts to cover the contingency of such rise or fall in costs. The price variation will be payable only on the Indian currency component (no adjustment for foreign currency component) of the Contract Price as per the following price variation formula. b) Payment as per the Contract shall be subject to adjustment in accordance with the following Price Variation formula, and other terms given herein, to provide for variation in the market rates of inputs like labour, materials and fuel / energy during the currency of the Contract: $V = V_L + V_S + V_C + V_F + V_M$ Where: <table><tr><td>V</td><td>Total adjustment on account of all components / factors</td></tr><tr><td>V_L</td><td>Adjustment on account of labour component $= p * R * \frac{l - l_o}{l_o}$</td></tr><tr><td>$V_S$</td><td>Adjustment on account of steel component $= q * R * \frac{W_s - W_{so}}{W_{so}}$</td></tr><tr><td>$V_C$</td><td>Adjustment on account of cement component $= r * R * \frac{W_c - W_{co}}{W_{co}}$</td></tr><tr><td>$V_F$</td><td>Adjustment on account of fuel / lubricant component</td></tr></table>	V	Total adjustment on account of all components / factors	V_L	Adjustment on account of labour component $= p * R * \frac{l - l_o}{l_o}$	V_S	Adjustment on account of steel component $= q * R * \frac{W_s - W_{so}}{W_{so}}$	V_C	Adjustment on account of cement component $= r * R * \frac{W_c - W_{co}}{W_{co}}$	V_F	Adjustment on account of fuel / lubricant component
V	Total adjustment on account of all components / factors											
V_L	Adjustment on account of labour component $= p * R * \frac{l - l_o}{l_o}$											
V_S	Adjustment on account of steel component $= q * R * \frac{W_s - W_{so}}{W_{so}}$											
V_C	Adjustment on account of cement component $= r * R * \frac{W_c - W_{co}}{W_{co}}$											
V_F	Adjustment on account of fuel / lubricant component											

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			$= s * R * \frac{W_f - W_{fo}}{W_{fo}}$
		V_M	Adjustment on account of other materials, machinery and machine tools component $= t * R * \frac{W_m - W_{mo}}{W_{mo}}$
		p	Cost coefficient of labour to the total cost = 0.20
		q	Cost coefficient of Steel to the total cost = 0.25
		r	Cost coefficient of Cement to the total cost = 0.17
		s	Cost coefficient of Fuel & Lubricants to the total cost = 0.05
		t	Cost coefficient of other Materials, machineries, tools and plants = 0.18
		Note: p + q + r + s + t = 0.85, balance 0.15 shall be the fixed component	
		R	Gross value of the work done by the Contractor for the period of work under consideration, after excluding the cost of any materials supplied free or at fixed rate to the Contractor.
		l_o	Consumer Price Index for Industrial workers (with Base 2016=100), published in the bulletin Labour Bureau of India, as applicable to place / region of work for the month of Base Date.
		l	Average of monthly Consumer Price Index for Industrial workers (with Base 2016=100), published in Labour Bureau of India, as applicable to place / region for the period of work under consideration

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GCC	PCC		
		W_{so}	All India Price Index (with base Oct'2012 = 100) for Reinforcement Bars TMT Fe-500D, issued by CPWD for the month of Base Date.
		W_s	All India Price Index (Average) (with base Oct'2012 = 100) for Reinforcement Bars TMT Fe-500D, issued by CPWD for the period of work under consideration. This shall be applicable for all types, all grades and all diameters of reinforcement steel. These indices issued for Delhi shall be applicable for all works of NMRP Phase-2
		W_{co}	Wholesale Price Index (with base 2011-12 = 100) for Cement, Lime and Plaster issued by Reserve Bank Of India for the month of Base Date.
		W_c	Wholesale Price Index (Average) (with base 2011-12 = 100) for Cement, Lime and Plaster issued by Reserve Bank Of India for the period of work under consideration
		W_{fo}	Whole Sale Price Index for Fuel & Power (with base 2011-12 = 100), as published in the RBI Bulletin for the month of Base Date.
		W_f	Whole sale Price Index (Average) for Fuel & Power, (with base 2011-12 = 100) as published in the RBI Bulletins for the period of work under consideration
		W_{mo}	Whole Sale Price Index for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin, for the month of Base Date.
		W_m	Wholesale Price Index (Averages) for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin for the period of work under consideration
		c) Period of Work under consideration will mean as under: In the case of first "On-account Bill" the period from the month of commencement date of Contract to the month of last measurement of first bill.	

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		ii. In the case of second and subsequent "On-account" and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill. iii. Responsibility of arranging the RBI Bulletins as desired by the Employer or the Engineer shall rest with the Contractor. d) Procedure in case of delay in Availability of final RBI indices: Where the final Price Indices are not available in the Reserve Bank of India Bulletins, while making payment towards on-account bills, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final indices figures become available. e) Price Variation for Varied Items i.e. extra item / new items/NS Items No price variation clause shall be applicable to any extra item / new items/NS Items not originally included in the accepted Bill of Quantities / Pricing Document and for which the rates are fixed separately under Clause 13 of GCC. f) Adjustment on account of Price Variation: Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the Contractor. After verifying the bill, the Engineer shall certify the adjustment amount and advise the same to the Employer along with the 'On Account' bill. Should any extra amount be due to Contractor, the Employer shall pay the same as far as possible within 28 days of certification by Engineer. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest. g) Price Variation during extended period of completion: The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		extension has been granted under Sub-Clause 8.5 & 8.6 of GC or it is specifically mentioned that extension is with price variation also. However, where extension has been granted under Sub-Clause 8.8 of GC and price variation is agreed to, there price adjustment will be due as follows: In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clauses 8.5 & 8.6 of GC, the price adjustment for the period of extension under Sub-Clause 8.8 of GC will be limited to the amount payable as per the indices applicable to a bill made on the last date of the original completion period or the extended period under Sub-Clauses 8.5 & 8.6 of GC as the case may be. In case the indices fall below the indices applicable to a bill made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension under Clause 8.4 & 8.5 of GC. The rates and price as per Pricing document shall be applicable till the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price variation

14 Contract Price and Payment

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
14.1 The Contract Price		
14.1	14.1	<u>Replace Sub-Clause 14.1(b) with the following:</u> the Contractor shall pay all taxes, GST, Stamp Duties, other duties, cess, royalties and fees required to be paid by the Contractor under the Contract, and the Contract Price shall not be adjusted for any of these costs except as per statutory provisions as stated in Sub-Clause 13.6 [Adjustments for Changes in Laws]; <u>Add the following at the end of sub clause 14.1:</u> (e) The Contractor shall submit the proof of registrations under various fiscal and labour laws (whichever is applicable as per nature of work) like Income Tax, GST, Profession Tax, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax (as the case may be) and shall submit an undertaking that he will get registered with the competent authority/ies for complying with various laws that are applicable. (f) The Contractor shall be solely responsible to find out and ascertain whether their supplies for Maha-Metro will qualify and be eligible for the concession duty benefits under Chapter 98.01 of custom Tariff Act for project Imports & shall manage the Custom Duty and Excise duty applicability and inclusion in their quoted price accordingly. After award of the Contract, Employer at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development (MoUD) / GOM for getting themselves registered for availing Project Import benefits. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor. (g) Should the Employer, during execution of the contract, obtain a waiver of any taxes, if applicable, in full or part thereof, the Contractor will be advised on the process to be followed to obtain exemption /refund of such taxes, duties etc., from the concerned Authorities. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Employer & intimated to contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. The decision of the Employer shall be final and binding. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with condition of Contract.

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		(h) The Contractor shall maintain meticulous record of all the taxes and duties paid to various department in connection to this work and the same required to be submitted as and when required by the Employer. i. The Contractor also will have to submit 'No Dues Certificate' for the year / period as and when required by Employer. ii. The full and final payment to Contractor will be made only after documents as required above are furnished by him and checked by Employer. (i) Customs and Excise: The Contractor shall submit a. Certificate from Chartered Accountant with regards to payment of Customs / Excise Duty with respect to imports / manufacture of materials for Employer b. Copy of challans in regard to deposit of tax and Import Documents to be furnished along with the bills. c. Any duty drawback, export / import incentive, concession / exemption available to the Contractor to be passed on to MAHA-METRO. (j) Labour Welfare Fund, ESI, PF and other labour related payments: a. Primary responsibility for payment statutory dues or other dues within stipulated time shall be primary responsibility of the Contractor. b. Employer at no point of time shall be responsible for the same. c. Contractors shall certify on annual basis that there are no unpaid dues relating to persons working in Employer's work. d. Employer has a right to recover any unpaid dues from the Contractor in the event of default at his part. e. In case of System works where supply of items and execution is separately given in the scope of work, then the labour cess at the prevailing rates (currently 1%) shall be applicable for execution part of the work only. It will not be applicable for supply schedule of works. (k) Income tax a. All payments shall be subject to TDS provisions in force from time to time. b. The Bidders are expected to submit certificates from competent authorities for lesser / non-deduction of TDS.

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		(l) Local Body Tax The Contractor shall certify on periodical basis that Local Body tax has been paid on all supplies to MAHA-METRO (m) General Clause - In case if MAHA-METRO project is approved for exemptions from any tax, duty, cess, levy at a date later than the date of award of Bid the benefit so accruing to the Bidder shall be passed on to MAHA-METRO. Appropriate changes will be made to the Contract Price in such cases. - The Contractor shall provide MAHA-METRO an authority to deduct such amounts from any sum payable to the Contractor by MAHA-METRO. - In case of change in taxation regime, the Contractor shall comply with the statutory requirements and provide MAHAMETRO with such documents / certificates / declaration as may be stipulated by MAHA-METRO from time to time. - All bill raised should specifically state the amount of taxes charged separately in detail. - The bills should mention all the required statutory details including the registration numbers with various statutory authorities, declarations, formats as required under various statutory laws / regulations. - MAHA-METRO shall at no point of time will be responsible for payment of taxes, duties, cess, levy, rates, royalty other than which are mentioned in the bidding Documents and recovered by the Contractor in their bills submitted periodically. No recoveries will be entertained by MAHAMETRO for demands raised by the Contractor at later stage. In case of nonpayment of statutory taxes and duties by contractor to government authorities, Employer reserves the right to recover the same from outstanding against the contractor including Performance Security.
14.2 Advance Payment		
14.2	14.2	<u>Replace sub clause 14.2 with the following new sub-clauses:</u>
		14.2.1 Mobilization Advance The Employer shall make an advance payment, as an interest-bearing loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions detailed as under. (a) Mobilization Advance: Interest bearing Mobilization advance shall be 10% of original contract value payable in two equal instalments of 5% (Five Percent) each in the currencies and proportions of the Accepted Contract Amount Rate of interest shall be charged at “RBI Bank Rate” simple interest. Interest will be chargeable and calculated on reducing balance method. Mobilization advance shall be paid against acceptable Bank Guarantee issued from a Scheduled Commercial Indian Bank or Schedule Commercial Foreign Bank (Except Cooperative Bank) having business offices in India. The value of Bank Guarantee taken towards security of “Advance Payment” / “Mobilization Advance” shall be 110% of the advance amount requested by the Contractor and valid for 60 Days beyond scheduled completion time. The validity of Advance Bank Guarantee shall be extended as per extended time of contract plus 60 days, if the Advance Amount is not recovered completely. The first installment shall be paid after award of Letter of Acceptance by employer and submission of Performance Guarantee / Security and Advance Bank Guarantee by Contractor. The second installment shall be paid on production of statement of effective and proper utilization of the first installment along with supporting documents duly accepted and certified (with or without modification) by the Engineer. The Contractor shall be required to submit the ‘Utilization Certificate’ of 1st installment along with Bank Guarantee @ 110% of 2nd installment, with his letter of request. The Contractor, once the 50% of mobilization advance has been recovered, shall have a onetime option to reduce the Bank Guarantee for the mobilization advance by the proportion to the amount recovered. (b) Amortization / Repayment of Advance Payment Recovery of the Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		addition to the mobilisation advance) and shall be recovered by deduction of 20% of the amount of each interim payment until the total of mobilisation advance is recovered before payment of 80% of Contract price or before the expiry of original contract period (or any extension as approved by the Employer for recovery of advance) whichever is earlier. (c) Deleted (d) Failure of contractor to repay the Advance Amount If the Contractor fails to repay the advance amount within the stipulated period of repayment as described above in Sub-Clause no. 14.2 (b) or its further extension by Employer, in such events Employer is empowered to encash the Bank Guarantee submitted by Contractor against the Advance Payment. Employer is also empowered to encash the Advance Bank Guarantee, if the Contract is terminated or foreclosed or whatever the reasons and Advance Amount is not repaid by Contractor (e) Advances to be Used only for This Work. The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once. The Contractor shall return the advance in one go without demur. The Employer reserves the right for any other remedy prescribed for breach of Contract in this regard. The Contractor, if required by the Employer shall provide the details of Mobilization advance expended or to be expended.
14.3 Application for Interim Payment Certificates		
14.3	14.3	<u>Add the following to sub clause 14.3 :</u> Deduction towards income taxes any other tax deductible at source, etc., will be deducted as per the relevant act / rules / statute. The Contractor shall not submit more than one request for interim payment per month or otherwise agreed by Employer / Engineer.
14.6.2 Withholding (amounts in) an IPC		
14.6.2	14.6.2	“and/or” from subparagraph (b) is deleted.

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d): “(c) if the Contractor was, or is, failing to perform any EHS obligations or any work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any EHS obligations or work described in the Works” Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review Site Specific EHSMP and/or update it in a timely manner to address emerging EHS issues, or anticipated risks or impacts; (iii) failure to implement the Site Specific EHSMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit EHS report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner; failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”
14.7 Payment		
14.7	14.7	<u>Add the following to sub clause 14.7:</u> d) The Employer at its sole discretion may, authorise the Engineer to perform the functions of Employer specified in the GC Clause 14.7. The Employer may advise arrangements for direct payment by the Bank. The procedure to be followed for such direct payment by the Bank shall be advised to the Contractor by the Engineer. e) If and to the extent that the Pricing Document expressly specifies in relation to a Cost Centre that the Contractor is entitled to payment in a currency other than Indian Rupees, or the Engineer makes a

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		determination of Cost in a currency other than Indian Rupees, all such payments shall be made in the relevant foreign currency. f) In calculating the amount payable to the Contractor for the Rupee portion, for each item, sums of less than Fifty Paise shall be omitted and sums of Fifty Paise and more, up to one Rupee, shall be reckoned as one Rupee. The net payments in foreign currencies, if applicable, shall also be rounded off to 'zero' decimal places. g) All payments to the Contractor for the Rupee portion shall be made by crossed cheque/ RTGS/ NEFT or appropriate on line payment method, but no cheque will be issued for an amount of less than Rs. 1,000/-. This shall not apply to the final payment. h) All payments to the Contractor for the foreign currency portion shall be through direct payment only. All bank charges of Employer's Banker shall be borne by the Employer and that of Contractor's Banker shall be borne by the Contractor. i) Payment procedure shall be as under: i) The Contractor shall submit preferably the monthly bill for payment to the Engineer. ii) Immediately after the submission of bill with all relevant documents / enclosures, 80 % amount of the bill shall be released within 7 working days approximately. iii) The remaining 20% of the bill shall be released after detail scrutiny and subsequent comments / Recommendations by Engineer within 28 days from the date of submission of bill by Contractor. iv) If any adverse comments regarding the workmanship or the quality of the work done in the previous bill is made by the Engineer then appropriate and suitable amount shall be recovered from successive bills. v) Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract. vi) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components; • Value of the work/goods/services (without taxes/ duties levies/ cess etc.). • Taxes/ duties levies/cess/GST etc

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
14.9 Release of Retention Money		
14.9	14.9	Sub-clause 14.9 (Release of Retention Money) of GCC is not applicable to this tender
14.16 Production of Vouchers(New Clause)		
New Clause	New Clause 14.16	<u>Add a new sub clause :14.16: Production of Vouchers</u> i. The Contractor shall, whenever required by the Engineer produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer’s decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties. ii. If any part or item of the Work is allowed to be carried out by a Sub-Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such Subcontractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders
14.17 Recovery of money due to the Employer (New Clause)		
New Clause	New Clause 14.17	<u>Add a new sub clause :14.17: Recovery of money due to the Employer</u> All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under this or the other Contract.

15 Termination by Employer

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
15.1 Notice to Correct		
15.1	15.1	“and” is deleted at the end of (b) “.” is replaced by: “; and” in (c). The following is then added as (d): “(d) specify the time within which the Contractor shall respond to the Notice to Correct.” In the third paragraph, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, at the end of the third paragraph, “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”
15.2 Termination for Contractor’s Default		
15.2.1(h)	15.2.1(h)	Sub-paragraph (h) is replaced with: “is found, based on reasonable evidence, to have engaged in Corrupt and Fraudulent Practices as defined in Section V “Policy Regarding Corrupt and Fraudulent Practices” of the Part-1 of the Bidding Document, in competing for or in executing the Contract
15.4 Payment after Termination for Contractor’s Default		
15.4	15.4	<u>Add the following to sub clause 15.4:</u> On termination of Contract due to Contractor’s default, the Employer shall be entitled to forfeit the whole or such portion of the Performance Security amount as he may consider fit, and The balance amount further if any to be recovered, may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.
15.8 Non-exercise of power not to constitute waiver (New Clause)		
New Clause	New Clause 15.8	<u>Add a new sub clause :15.8</u> Non-exercise of right not to constitute waiver Provided always that in case any of the rights under Clause 15 (Termination by Employer), shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

16 Suspension and Termination by Contractor

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
16.2 Termination by Contractor		
16.2	16.2	Please replace sub-items (f) with the following: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 182 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
New Clause	New Clause 16.5	<u>Add a new sub clause : 16.5</u> In case of termination/ foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment and surplus materials of the Employer with the Contractor will be returned to the Employer at Employer’s depot at the Contractor’s cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plants, equipment and tools from the Contractor where such material has been supplied free of cost and plants, equipment and tools free of cost or on lease basis to the Contractor as stipulated in the Contract.

17. Care of the Works and Indemnities

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
17.7 care of the Employer-provided accommodation and facilities		
New Sub Clause	17.7	The following Sub-Clause is added as 17.7: “The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

18 Exceptional Events

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
18.1 Exceptional Events		
18.1	18.1	Sub-Clause 18.1. Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder, lockout, lockdown or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
18.5 Optional Termination		
18.5	18.5	Sub-clause 18.5. In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.
18.7 Resumption of Work (New Clause)		
New Clause	New Clause 18.7	<u>Add a new sub clause : 18.7</u> Resumption of Work The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.

19 Insurance

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
19.1 General Requirements		
19.1	19.1	Sub-Clause 19.1. The following paragraphs are added after the first paragraph: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.” The insurance servicing for all the works related to Thane Metro Rail Project for CAR/EAR/SCE/MCE/TCE/EC/WC insurance is entrusted to “National Insurance Company, Panvel Business Office (261500), 1st Floor, Sneh, 75, Swami Nityanand Marg, Panvel, Raigad - 410206 on Co-Insurance cum servicing basis in the ratio of 40:60 (DOI@40% and NIC@60%). The contractor will have to necessarily avail the insurance service from the above-mentioned company office.
19.2 Insurance to be provided by the Contractor		
19.2	19.2	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source countries.”
19.2.1	19.2.1	Add the following to the Sub-Clause 19.2.1 (a) The Contractor shall obtain Comprehensive All Risk (CAR) insurance policies taking in to consideration of all risk involved in the contract duly covering “Marine/Transit (if applicable)” & others risks described in Contract and perceived by contractor as per nature of work for values equivalent to the Contract value. In case, the contract price is revised to more than 125% of the Accepted Contract Price, the contractor need to submit the additional CAR Insurance Policy for an amount over and above Accepted Contract Price.
19.2.3 Liability for breach of professional duty		
19.2.3	19.2.3	<u>Replace the sub-clause 19.2.3 (a) with the following</u> the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations as follows, AOA (any

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		one accident) limit equal to 6% of the contract value with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% AOA limit. All Policy shall be obtained within Four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate' or 3 years after commencement of commercial train operations whichever is later. Wherever the Contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The Contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
19.2.4 Injury to persons and damage to property		
19.2.4	19.2.4	Add the following to the Sub Clause 19.2.4 Injury to persons and damage to property Upto INR 20 Lakhs per occurrence per person, with number of occurrences unlimited
19.2.5 Injury to employees		
19.2.5	19.2.5	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.” Add the following to the Sub Clause 19.2.5 Injury to employees Contractor shall obtain Employee's Compensation Policy (Workmen's Compensation Policy) as per Employee's Compensation Act 1923
19.2.7 Prime beneficiary of Insurance, Insuring Party & Other Party		
New Clause	New Clause 19.2.7	Add the New Sub-clause 19.2.7 as below: Prime beneficiary of Insurance: Maharashtra Metro Rail Corporation Limited (Maha-Metro) Contractor shall be “Insuring Party” Maha- Metro shall be “Other Party”
19.2.8 Periods for submission of insurance:		
New Clause	New Clause 19.2.8	Add the New Sub-clause 19.2.8 as below: The contractor shall obtain the Insurance Policies as early as possible but not later than: i. Evidence of insurance : 30 days from Commencement Date ii. Submission relevant policies : 60 days from Commencement Date iii. If the Contractor is insuring party & fails to submit the policy of insurance within 60 days or submit the policy for lesser period or does not extend adequately, a penalty for such uninsured period as well as delay beyond 60 days, shall be recovered at “per day basis”,

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		proportionate to amount of premium payable for the work from any monies due to the Contractor or if the amount is not sufficient the Performance Guarantee shall be retained by Employer till Contractor pays the dues towards renewal of these insurances.

20 Employer's and Contractor's Claims

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
20.1 Claims for Payment and/or EOT		
20.1	20.1	In (a): “any additional payment” is replaced with “any payment”.
20.2 Claims for Payment and/or EOT		
20.2	20.2	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under Sub- Clause 20.1 (a) or (b), the following claim procedure shall apply.”
20.2.7	20.2.7	General requirements In the first paragraph, replace “until” with “after” and delete “reasonably”.

22 Additional Clauses

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
22 Additional Clauses		
New Clause	22.1	Interface Requirements: The Contractor shall be responsible to interface with the other contractors as per the interface table provided in the contract. Employer will supervise/facilitate the coordination between the Contractor and other designated contractors. However, the Contractor will allow for liaison with, and modifications to his design to cater for the work of such other contractors. The list of interface items is indicative only and the ultimate responsibility of commissioning lies with the Contractor.
New Clause	22.2	Deleted
New Clause	22.3	Deleted
New Clause	22.4	Deleted
New Clause	22.5	Limit of Aggregate Damages on Employer: Notwithstanding anything to the contrary contained in the General Conditions of Contract, the Parties expressly agree that the aggregate “payment of any Cost plus profit” (“Damages”) payable under Clauses 8.5 shall not exceed 10% (ten per cent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Employer under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project.
New Clause	22.6	Deleted
New Clause	22.7	Deleted
New Clause	22.8	Add the following to the sub-clause 8.8 of GCC: The ‘total contract value’ used in the GCC sub clause 8.8 for the purpose of levy of liquidated damages on failure to achieve key dates shall mean the 'Accepted Contract Price (quoted in all currencies)'.
New Clause	22.9	Indemnity Bond: The contractor shall submit an Indemnity Bond in the format given in Section-IX (Contract Forms) against payments made for Plant and Equipment delivered to Site (Thane).

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
New Clause	22.10	Contractor's warranty of design for the parts designed by the contractor: a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal. b. The Contractor warrants that the Contractor's Proposals meet the Works Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Works Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost. c. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice. d. The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works. e. The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment f. The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, and practicality of design for Works Requirements. g. The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause. h. The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor's Proposal and warrants absolutely that the same meets the Works Requirements: - Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Contractor's consultants, his sub-contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others. - Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.

General Conditions of Contract (FIDIC –Red-2017)		Particular Conditions of Contract (PCC)
GCC	PCC	
		Notwithstanding that the same have been accepted by the Engineer i. The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements. j. Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement. No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.
New Clause	22.11	Other Penalty provisions: These penalty provisions (if applicable) are additional to Liquidated Damages/ Delay Damages and do not fall within the 10% of Bid Total limits. a) Inadequate deployment of SHE personnel will attract penalty as described under SHE Manual at Section - X b) Inadequate deployment of resources for BIM/ERP will attract penalty as described under Part-2 of the Bid Document if any.

Annexure VIII-A**General Conditions of Dispute Board Agreement****DELETED****Annexure VIII-B****Conciliation Procedure****DELETED****Annexure - VIII-C****Site Mobility and Site Office for Employer**

Please see Section-VI-A of Part-2 of the Bid Document

Annexure - VIII-D**Approved make/Vendor (Civil)****DELETED****Annexure - VIII-E****Approved make/Vendor (Plumbing)****DELETED****Annexure - VIII-F****Approved Laboratory****DELETED****Annexure - VIII-G****Key Dates and Penalties****DELETED**

Annexure - VIII-H

Design Requirement

DELETED

Annexure - VIII-I

IT Requirement

DELETED

Annexure - VIII-J

Environment Management Plan

DELETED

Part C – Corrupt and Fraudulent Practices

(Refer Section V of Part - 1)

Part D – Environmental, Health, and Safety (EHS)***Metrics for Progress Reports***

Metrics for regular reporting:

a. Incident for Non-Conformance

- (i) Environmental incidents or non-conformance with contract requirements, including contamination, pollution or damage to ground or water supplies
- (ii) Health and safety incidents, accidents, injuries that require treatment and all fatalities
- (iii) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none)

b. Status of All Permits and Agreements:

- (i) Work permits: number required, number received, and actions taken for those not received
- (ii) Status of permits and consents:
 - (a) List areas and facilities with permits required (quarries, asphalt and batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), and status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.).
 - (b) List areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, and dates submitted to resident engineer (or equivalent).
 - (c) Identify and highlight major activities and environment, health and safety activities undertaken in each area in the reporting period (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation).
 - (d) For quarries: indicate status of relocation and compensation (completed, or details of activities and current status in the reporting period).
 - (e) List parts of the Site for which Notice to commence work and confirmation by the Employer as per Sub-Clause 2.1 was received by the Contractor and the other parts of the Site for which such Notice is pending.

c. Compliance

- (i) Compliance status for conditions of all relevant consents and permits for the Work, including quarries, etc.: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (ii) Compliance status of SSHSMP (as per Sub-Clause 4.8 [Health and Safety Obligations]) and SSEMP (as per Sub-Clause 4.18 [Protection of the Environment]): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc.; cross-reference other sections as needed

d. Supervision

(i) Environmental Supervision

- (a) Environmental specialist: number of days worked, areas inspected, number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities and findings (including violations of environmental requirements/best practices, actions taken), and reports to environmental specialist, construction, and site management
- (b) Community liaison person(s): number of days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), and reports to specialist, construction, and site management

(ii) Health and Safety Supervision

- (a) Health and Safety specialist: number of days worked, number of full and partial inspections, and reports to construction and project management
- (b) Number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, and follow-up actions taken (if any)
- (c) Number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, work site, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental, health and safety requirements observed, actions taken), and reports to health and safety specialist/construction/site management

e. Worker Accommodations:

- (i) Number of expats housed in accommodations and number of locals
- (ii) Date of last inspection and highlights of inspection including status of accommodations' compliance with national and local laws and good practice, including sanitation, space, etc.
- (iii) Actions taken to recommend or require improved conditions, or to improve conditions

f. Training:

- (i) Number of new workers, number receiving induction training, and dates of induction training
- (ii) Number and dates of toolbox talks, number of workers receiving training related to Environment, Health and Safety (EHS)
- (iii) Number and dates of communicable diseases (including sexually transmitted diseases [STDs]) sensitization and/or training, number of workers receiving training (in the reporting period and in the past), and same questions for gender sensitization and flag person training
- (iv) Number and date of EHS-related prevention sensitization and/or training events, including number of workers receiving training on EHS Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

g. Grievances:

List of EHS-related grievances: grievances from affected communities and Worker grievances as recorded in the Contractor's grievance redress mechanism; traffic, road safety, and vehicles/equipment (health and safety or safeguard or environmental specialist needs to provide these requirements),

- (i) Traffic and road safety incidents and accidents involving project vehicles and equipment: provide date, location, damage, cause, follow-up
- (ii) Traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, and follow-up
- (iii) Overall condition of vehicles or equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

h. Mitigations and Issues (what has been done):

(i) Environmental Mitigations

- (a) Dust: number of working bowsters, number of watering per day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); percentage of rock and spoil lorries with covers, and actions taken for uncovered vehicles
- (b) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, and emergency repairs needed to control erosion or sedimentation
- (c) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental protection—land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, and decommissioning implementation
- (d) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), and incidents of off-site damage or complaints (cross-reference other sections as needed)
- (e) Spill clean-ups, if any: material spilled, location, amount, actions taken, and disposal (report all spills that result in water or soil contamination)
- (f) Waste management: types and quantities generated and managed, including amount taken off site (and by whom) or reused, recycled, or disposed on-site
- (g) Details of tree plantings and other mitigations required undertaken in the reporting period
- (h) Details of water and swamp protection mitigations required undertaken in the reporting period
- (i) The Contractor shall identify and report on any special or temporary right of way and any additional facility that have temporary and/or permanent impacts on affected persons' assets, access to assets and/or livelihoods (income sources). It shall put in place corresponding mitigation measures, and implement them.

(ii) Health and Safety Mitigations

- (a) Details of hazard prevention and control mitigations required undertaken in the reporting period.

MAHARASHTRA METRO RAIL CORPORATION LIMITED**(Thane Integral Metro Rail Project)****BID DOCUMENTS****FOR****Name of work:**

Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project..

Tender No. N2-008/C-02/2024**PART 3:****CONDITIONS OF CONTRACT AND CONTRACT FORMS****SECTION IX: CONTRACT FORMS****Maharashtra Metro Rail Corporation Limited**

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

Maharashtra, INDIA**Website: www.metro railnagpur.com**

Section IX. Contract Forms

Table of Forms

- 1. Notification of Award**
- 2. Contract Agreement**
- 3. Performance Security**
- 4. Advance Payment Security**
- 5. Retention Money Security**
- 6. Form of Designer's Warranty**
- 7. Parent Company Undertaking**
- 8. Parent Company Guarantee**
- 9. Contractor's Warranty**
- 10. Sub-Contractor's / Vendor's Warranty**
- 11. Indemnity Bond**
- 12. Guarantee for Safe Custody**
- 13. Undertaking pertaining to engagement of Sub-Contractor**

Notification of Award

Letter of Acceptance

*[letter head paper of the Employer]**[date]*To: *[name and address of the Contractor]*

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X – Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between Maharashtra Metro Rail Corporation Limited, Nagpur (hereinafter "the Employer" or Maha-Metro), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance (LOA)
 - (b) Accepted Financial Bid & Bill of Quantities
 - (c) Corrigendum / Addendum/ Clarifications
 - (d) the Particular Condition of Contract (PCC)
 - (e) the General Conditions (GC)
 - (f) the Work Specification & Employer's Requirement,
 - (g) the Drawings,
 - (h) Contractor's Submissions
 - (i) and any other reference documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.

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

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Note:-

The costs of stamp duties and similar charges (if any) imposed by law and as per Stamp Duty Act (amended from time to time) of state in which the work is executed, in connection to entering into the Contract Agreement, shall be borne by the Contractor.

Option 1: (Demand Guarantee)

Performance Security**Beneficiary:** _____**Date:** _____**PERFORMANCE GUARANTEE No.:** _____**Guarantor:** _____

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably without any demure, reservation, context, recourse or protest and or without any reference to the contractor, undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (¹), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Insurance Surety Bond**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

To,

Executive Director (Procurement)**Maharashtra Metro Rail Corporation Limited**

Metro Bhawan, East High Court Road, (VIP Road)

Near Dikshabhoomi, Ramdaspath Nagpur - 440010

Maharashtra- India

Surety Bond No:

Amount of Bond: **Rs.** _____

Issue Date:

Expiry Date:

WHEREAS, **Maharashtra Metro Rail Corporation Limited** (hereinafter called "the Employer") having accepted the bid of M/s. _____ (hereinafter called "the Contractor") for the work of _____

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum Rs.

_____ (**Rupees** _____ **Only**), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, **The** _____, hereinafter called the Surety, acting through _____, have, at the request of the M/s. _____, agreed to give Bond for performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned _____, being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the **Maharashtra Metro Rail Corporation Limited** the full amount in the sum of Rs. _____ (**Rupees** _____ **Only**) as above stated.
2. The Surety undertakes to pay immediately, upon presentation of a written demand by the Employer, any amount up to and including the full bond amount without any demur, reservation, recourse, or dispute. Any such demand made by the Employer on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised / pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. Upon partial payment of the amount demanded by the Employer, the Bond shall remain valid for the balance amount until fully discharged or until the expiry of the Bond. i.e. the aforementioned full amount less the payment made to the Employer.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by the Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is _____. The Bond and our obligations under it will expire on _____. All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Employer has the right to demand payment of the aforementioned full amount in one or more instances, up to the total bond amount, until the bond is fully discharged or the validity period expires.
10. The Surety agrees that its obligation to pay any amount demanded by the Employer before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and the Employer hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety undertakes that this Bond shall remain irrevocable and binding throughout its validity period unless explicitly revoked with prior written consent of the Employer. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Employer shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the contract document and the decision of the Employer that the contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Contractor or any dispute pending before any court, tribunal, arbitrator or any authority.
14. The Employer shall have the fullest liberty, without affecting in any way the liability of the Surety Insurer under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Surety Insurer shall not be released of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Employer's or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Surety Insurer.
15. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Employer available with the Employer. The Surety, under this Bond, shall be deemed as Principal Debtor of the Employer.
16. This Surety Bond shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Bond shall be subject to the jurisdiction of courts in Nagpur, Maharashtra.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **Rs.** _____
 - b. This Surety Bond shall be valid up to _____
 - c. Unless the Surety is served a written claim or demand on or before _____ all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.
17. The Insurance Surety Bond shall be verified by sending mail to _____

Date : -
Place : -

Witness

- 1.
- 2.

Surety's Seal and authorized signature (s)

Contract Form-4**Advance Payment Security****BANK GUARANTEE FOR MOBILISATION ADVANCE**

To

Maharashtra Metro Rail Corporation Ltd.,

Regd Office: "Metro Bhawan", East High Court Road (VIP Road),

Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA.

Bank Guarantee No. _____, dt. _____ for Rs. _____ (Rupees
_____ only).

w.e.f. : _____

valid upto : _____

claim upto : _____

1. In Consideration of M/s. Maharashtra Metro Rail Corporation Ltd., (hereinafter called "the Employer", which expression shall, unless repugnant to the context or subject thereof include his successor and assigns) having awarded M/s. _____ having its Registered Office at _____ (hereinafter referred to as "the Contractor", which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns), a contract by issue of Employers Letter of Acceptance No. _____ dated _____ and the same having been mutually accepted by the Contractor, resulting in a Contract bearing No. _____ for Rs. _____ (Rupees _____ only) for Contract _____ : (Name of work) _____ (hereinafter called "the Contract") and the Employer has agreed to make an advance payment to the Contractor for performance of the said Contract amounting to Rs. _____ (Rupees _____ only) of Mobilisation Advance.
2. We, _____ constituted under the _____ Act, 1955 having it's Corporate Centre and Central Office at _____ and one of it's Local Head Office at _____ and Branch Office at _____ (hereinafter referred to as "the Bank", which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, context, recourse or protest and or without any reference to the Contractor.

3. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this guarantee. However, not later than expiry date of guarantee.
4. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting his guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Contractor or any other course or demand or security available to the Employer. The Bank shall not be redeemed to its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid of any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the bank.
5. The Bank also agrees that the Employer at his option shall be entitled to enforce this Guarantee against this bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

- a) Bank liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- b) This Bank Guarantee shall be valid upto _____.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before _____.
- d) Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

Dated _____.

Contract Form-5**Retention Money Security****Demand Guarantee**

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]**Date:** _____ [Insert date of issue]**RETENTION MONEY GUARANTEE No.:** _____ [Insert guarantee reference number]**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert thesecond half of the Retention Moneyorifthe amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we,as Guarantor, hereby irrevocably without any demure, reservation, context, recourse or protest and or without any reference to the contractor, undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures/()][amount in words]¹ upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract,without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ [insert name and address of Applicant's bank].

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

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Contract Form-6**Form of Designer's Warranty**

THIS AGREEMENT is made the day of

BETWEEN:

- (1) [] [whose registered office is at]/[of] [] ("the Designer"); and
- (2) The Maharashtra Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of _____ [address].

WHEREAS:

- (a) By a contract _____ dated [] ("the Contract") made between (1) Maharashtra Metro Rail Corporation Limited ("the Employer") and (2) [] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (b) The Designer has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).
- (c) Pursuant to the Contract, the Contractor wishes to enter into an agreement with the Designer and Designer agrees to the wishes of the Contractor (the Consultancy agreement) to carry out the Contractor's obligations under the Contract in relation to the design and functions ascribed to the Designer in the Contract.
- (d) The Contract stipulates that the Contractor shall ensure that the Designer executes a warranty agreement in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Employer not objecting to the Contractor and the Designer entering into the Consultancy Agreement, the Designer warrants and undertakes to the Employer that he has exercised and will continue to exercise all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works in carrying out the design of the Works and in performing the other duties and functions ascribed to him in the Contract.
2. The Designer agrees that, in the event of the termination of the Contract by the Employer, the Designer will, if so required by notice in writing given by the Employer, except subject to Clause 4 the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Works upon the terms and conditions of the Consultancy Agreement.
3. The Designer further agrees that he will not, without first giving the Employer not less than 21 days' previous notice in writing, exercise any rights it may have to terminate the Consultancy Agreement or to treat the same as having been as repudiated by the Contractor or to discontinue the performance of any duties to be performed by the Designer pursuant thereto. The Designer's right to terminate the Consultancy Agreement or to treat the same as having been repudiated or to discontinue the performance thereof shall cease if, within such period of notice and subject to Clause 4, the Employer shall give notice in writing to the Designer requiring the Designer to accept the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Contract Works upon the terms and conditions of the Consultancy Agreement.

4. Any notice given by the Employer under Clause 2 or 3 shall state that the Employer or his appointee accepts liability for payment of the fees payable to the Designer under the Consultancy Agreement and for performance of the Contractor's obligations under the Consultancy Agreement, including payment of any fees outstanding at the date of such notice.
5. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Designer being required.
6. All documents arising out of or in connection with this Warranty shall be served:
 - (1) upon the Employer at [] marked for the attention of [];
 - (2) upon the Designer at [].
7. The Employer and the Designer may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Designer shall not sub-contract any of the Designer's obligations under the Consultancy Agreement without the prior written consent of the Employer's Representative.
10. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.1 of the General Conditions) in respect of the Designer and its sub-consultants for Indian Rupees
(in words..... Rupees) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 5 years after the issue of Performance Certificate for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.
11. Insofar as the patent, copyright or other intellectual property rights in any Design Data (as defined in the Contract), plans, calculations, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Designer, the Designer grants to the Employer his successors and assigns a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, construction, reconstruction, completion, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Designer or the Contractor, the Designer shall use his best endeavors to procure that the beneficial owner thereof shall grant a like licence to the Employer. Any such licence granted shall not be determined if the Designer shall for any reason cease to be employed in connection with the Works.
12.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Designer arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 20 of GC "Claims, Disputes and Arbitration" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Designer.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed, the Employer may by notice in writing to the Designer require and the Designer shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

(3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, statement of objection, determination, certificate, assessment or valuation by the Employer's Representative or the Contractor, relating to the dispute or difference.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[Designer])

was affixed hereto in)

the presence of:-)

Contract Form-7**Parent Company Undertaking**

THIS UNDERTAKING is issued on the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Parent Company").

infavour of

Maharashtra Metro Rail Corporation Limited together with its successors and assigns, (the Employer"):

.....

.....

.....

WHEREAS

(A) By a Contract for _____ in respect of Thane Integral Ring Metro Project

Contract No: MAHA-METRO/ _____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of _____ % [see Note 1] of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:

- a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and
- b. take any action which may result in the Contractor being unable to comply with its obligations or perform in any way its duties under the Contract [or take any action which may result in [the Member forming part of the Contractor] [see Note 3] being unable to comply with its obligations or perform in any way its duties under the [Consortium or other relevant] agreement] [see Note 6]

until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the Member forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:

- a. any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [_____] [see Note 7]
- b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- c. the termination of the Contract or of the employment of the Contractor and/or [_____] [see Note 7] under the Contract for any reason;
- d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [_____] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
- e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [_____] [see Note 7] under the Contract or any release or waiver thereof.

3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [_____] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [_____] [see Note 7] to make any such amendment, variation or supplemental agreement.

4. All documents arising out of or in connection with this Undertaking shall be served:

a. upon the Employer, at _____ marked for the attention of _____;

b. upon the Parent Company, at _____

5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.

6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement must be recited. In such case, insert the name of the Members of the Consortium in respect of which the parent company undertaking is being given. In such a case, the parent company of each of the Members is required to give the undertaking.
3. If Note 2 applies, refer to the Member relating to that Parent Company (which is giving this undertaking) and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the Member.

8. The notarized copy of the board resolution of the Parent Company must also accompany this Undertaking. In case the Parent Company is a foreign entity, then such board resolution should be

notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-8**Parent Company Guarantee**

THIS GUARANTEE is made the _____ day of _____

BY _____ whose registered office is at _____ [and _____ whose registered office is at _____] ("the Guarantor").

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....

.....

.....

WHEREAS

(A) By a Contract for _____ of Thane integral Ring Metro Project

Contract No: _____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1]

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:
 - a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of _____] [see Note 3] under the Contract;
 - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the engagement of the Contractor [and / or _____] [see Note 3] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or _____] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or _____] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or _____] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or _____] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or _____] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or _____] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or _____] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or _____] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or _____] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.

6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Guarantor, at _____ India [see Note 5]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Guarantor agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement and the relationship of the Guarantor to the concerned Members forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the concerned Member of the Consortium being guaranteed.
3. If Note 1 applies, add additional wording and insert the name the concerned Member of the Consortium being guaranteed.
4. The notarized copy of the board resolution of the Guarantor must also accompany this Guarantee. In case the Guarantor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

5. The address for service shall be in India.

Contract Form-9**Contractor's Warranty**

THIS WARRANTY is made the _____ day of _____

BY _____ of _____ [and [see Note 1]] ([jointly] "the Contractor")

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....

.....

.....

WHEREAS

(A) By a Contract for _____ of Thane Integral Ring Metro Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) [See Note 3].

(C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to provide this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:

- a. the Contractor will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
 - b. the Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
 - c. the Contractor will rectify or replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 24 months from the date of taking over of section of the Works; and
 - d. the Contractor agrees that should any modification be required to any part of the construction work as a consequence of failure analysis, the aforesaid period of 24 months shall recommence from the date when the modified part is commissioned into service if the date of modification is later than the date of taking over of last trainset, and such modification shall be carried out free of cost to the Employer in all sections; and
 - e. the Contractor shall maintain the manufacture & supply of spares (including those of its Sub-Contractors / vendors) for the equipment supplied in the Contract-work for at least 5 years from the date of Completion of the Contract; and
 - f. the Contractor has exercised and will continue to exercise in the design of the Works all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works; and
 - g. the Works will, when completed, comply in all respects with the Employer's Requirements, the Contractor's Technical Proposals, the final Design Document and the intended use of the Works; and
 - h. the Works has been or will be designed and manufactured to the highest standards available using internationally proven up-to-date good practice; and
 - i. the Works will, when completed, comply with enactments and regulations relevant to the Works; and
 - j. no Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Contractor.
2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in [the Contractor] [see Note 5], the [Contractor] [see Note 5] grants to the Employer its successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Thane Integral Ring Metro Project including without limitation the design, manufacture, installation, completion, testing and commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent

that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the [Contractor] [see Note 5],, the [Contractor] [see Note 5], shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the [Contractor] [see Note 5], shall for any reason cease to be employed in connection with the Works.

4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:

a. Upon the Employer at:

.....
.....
.....

b. Upon the Contractor at _____ India. [Note 4]

7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions relating to 'Conciliation and Arbitration' as set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
 - (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor agree to submit to the exclusive jurisdiction of the Courts of India at Nagpur.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the head hereof.

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(for preparation of and not inclusion in the engrossment of this Warranty)

1. If the Contractor is a Consortium,, each Member of such Consortium shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
2. If Note 1 applies, that fact and the Consortium or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.
5. If Note 1 applies, then insert the name of each Member.

Contract Form-10**Sub-Contractor's / Vendor's Warranty**

(As applicable)

THIS WARRANTY is made the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Sub-contractor") and

TO Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....

.....

.....

WHEREAS

(A) By a Contract for _____ of Thane Integral Ring Metro Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor"), the Contractor has agreed to _____ and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) The Sub-contractor / vendor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).

(C) Pursuant to the Contract, the Contractor wishes to enter into an agreement ("the Sub-contract") with the Sub-contractor / Vendor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").

- (D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Contractor shall procure that the Sub-contractor executes a warranty in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Engineer consenting to the Contractor and the Sub-contractor / Vendor entering into the Sub-contract, the Sub-contractor warrants and undertakes to the Employer that:
 - a. he will execute and complete the sub-contracted Works / supply, and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor / Vendor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and
 - b. he will supply to the Contractor and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Sub-contractor / Vendor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor / Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of the execution of the Sub-Contract or any breach by the Sub-contractor / Vendor of his obligations under the Sub-contract.
3. No allowance/extension of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor / Vendor from any liability under this Warranty.
4. The Sub-contractor / Vendor agrees that he will not without first giving the Employer not less than 21 day's prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
5.
 - (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor / Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.
 - (2) In the event that the Employer does not require the Sub-contractor / Vendor to enter into a novation agreement as required by Sub-clause 5 (1), the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings,

documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-contractor / Vendor, the Sub-contractor / Vendor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Thane Integral Ring Metro Project, without limitation the design of enabling facilities, construction, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor / Vendor, the Sub-contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-contractor / Vendor shall for any reason cease to be employed in connection with the Sub-contract Works.

7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor / Vendor whether in tort or otherwise.
9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's / Vendor's rights and obligations under the Sub-contract.
10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor / Vendor being required.
11. All documents arising out of or in connection with this Warranty shall be served:
 - a. Upon the Employer at:
.....
.....
 - b. Upon the Sub-Contractor / Vendor at _____ India.
12. The Employer and the Sub-contractor / Vendor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
14.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor / Vendor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the arbitration provisions as described in the Contract.

- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 14 (1), the Employer may by notice in writing to the Sub-contractor

/ Vendor require and the Sub-contractor / Vendor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Engineer or the Contractor relating to the dispute or difference.

- (4) Subject to the foregoing provisions of this clause 14, the Sub-Contractor agrees to submit to the exclusive jurisdiction of the Courts at Nagpur, Maharashtra.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Note: The notarized copy of the board resolution of the Sub-Contractor/vendor must also accompany this Warranty. In case the Sub-Contractor/vendor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-11**Indemnity Bond**

THIS INDENTURE made onbetween(hereinafter called the Contractor) which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns of the one part and the Maharashtra Metro Rail Corporation Ltd. (hereinafter called Maha-Metro) of the other part.

WHEREAS by the agreement (LOA No dated.....) (hereinafter called the said agreement) the contractor has agreed to “-----” and whereas the contractor has applied to the MAHA-METRO that they may be allowed advance on the security of materials absolutely belonging to them and brought by them to the site of the works covered under the project of the said agreement for use in the construction of such of the work as they have under taken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the MAHA-METRO has agreed to make stage payment to the contractor the total sum of Rs.----- (Rupees -----only) for stage payment Bill. The quantities and other particulars of which are detailed in this bill for the said works signed by the Contractor on “-----” and MAHA-METRO has reserved to itself option of making any further advances till date on the security of other materials brought by the contractor to site of the said work.

NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and its consideration of the sum of Rs. ----- (Rupees -----only) on or before the execution of these present amount paid to the contractor by the MAHA-METRO (the receipt where of the contractor) both hereby acknowledge and of such further Stage payment, if any, as may be made to him so aforesaid to the contractor do the covenant and agreed with the MAHA-METRO and declare as follows:

1. That the said sum of Rs. ----- (Rupees ----- only) so Stage Payment by the MAHA-METRO to the contractors as aforesaid and all or any further sum or sum's advanced as aforesaid shall be employed by the contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Stage Payment detailed in the said running account bill which have been offered to and accepted by the MAHA-METRO as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor's shall not make any application for or receive any further payments on the security of work executed which are not absolutely his own property and free from encumbrances of any kind the Contractor indemnifies the MAHA-METRO against all claims on any materials in respect of which any Stage Payment has been made to him as aforesaid.
3. That the Stage Payment detailed in the said running account bill and all other stage payments on the security of which further payments or Stage Payment any hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer / MAHA-METRO and in the terms of the said agreement.
4. That the contractor shall be fully liable for the materials/components and shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection

against all risks including, acts of the God of the said materials/components and provide on approved insurance in favour of MAHA-METRO that until used in construction as aforesaid the said materials shall remain at the site of said works in the contractor's custody and on his own responsibility and shall at the time be open to inspection by the Engineer/MAHA-METRO. This insurance will be valid for a period until this material is approved and fixed in the building or advance has been fully recovered from contractor.

5. That the said materials/components shall not on any account be removed/shifted from the site of the works except with the written permission of the Engineer/MAHA-METRO.
6. That issue of any Stage Payment excess of what is finally required to be used at site would be the contractor's property without any liability on MAHA-METRO., who would recover the cost of this from the contractor.
7. That the contractor hereby charges all the said materials components with the repayment to the MAHA-METRO of the said sum of Rs. ----- (Rupees ---- -----only) and any further sum or sums advanced as aforesaid and all cost charges. Damages and expenses payable under these presents provided always and it is hereby agreed and declared that not with power contained therein, if any, whenever the convenient for payment, and repayment herein before contained shall become enforceable and the money owned shall not be paid in accordance therewith, the MAHA-METRO., may at any time thereafter adopt all or any of the following courses as he may deem best.
 - a. That if the contractor shall at any time not be able to complete any part of the Component / equipment as per provision in contract Agreement it shall be considered as the work being left incomplete by the contractor and action as per the conditions of the contract shall be taken.
 - b. Deduct all or any of the money owing out of the performance security or any sum due to the contractor under the said agreement.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail.

This widening shall be co-extensive to the agreement dated between Maharashtra Metro Rail Corporation Limited, _____. (Client) and(Contractor).

IN WITNESS where of the said contractor and by the order under the direction of MAHA-METRO has here set their respective hands the day and years first above written.

Signed, Sealed & Delivered by the said Contractor:

IN THE PRESENCE OF: WITNESS:

1. NAME: Signature:

SIGNED BY (ADDRESS)

BY THE ORDER AND DIRECTION OF THE MAHA-METRO IN THE PRESENCE OF:

SIGNATURE: WITNESS

Thane Metro Tender No. T1-022/ELE-02/2025
(NAME AND ADDRESS)

PART-3: Conditions of Contract and Contract
Forms Section IX: Contract Forms

Contract Form-12**Guarantee for Safe Custody**

(To be stamped in accordance with Stamp Act, of the country of issuing bank)

To:

MAHARASHTRA METRO RAIL CORPORATION LIMITED,

WHEREAS – the Consortium/ Joint venture consisting of:

(Name of Lead Member of the Group and address)

(Name of Member of the Group and address)

(Name of Member of the Group and address) ^[1]_{SEP}

(hereinafter called “the Contractor”), with M/s----- as the lead member has undertaken, in pursuance of Contract No. [] datedfor [Note 4] (hereinafter called “the Contract”), ^[1]_{SEP} AND WHEREAS according to the said Contract the Employer is obliged to pay to the Contractor the sum of [] ([]) (“the Payment on delivery”) as set out in the priced Bill of Quantities.

(A) Pursuant to the said activities, [Note 4] are to be manufactured offshore or in India for subsequent delivery to the Contractor's premises in Thane, India and held in safe custody by the Contractor.

(B) Pursuant to the terms of the Contract, the Contractor, as a condition precedent to his entitlement to receive any payment for items including an element of [Note 4] Contract [] to the Contractor's premises in Thane, is obliged to provide a Guarantee in the terms hereof for 95 percent of the Payment. ^[1]_{SEP}

AND WHEREAS we (Insert name and address of scheduled commercial bank based in India) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of ----- (amount of Guarantee)----- (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

2. We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.
3. The Bank shall pay to the Employer the amount thus demanded without requiring further evidence or proof of:
 - a. the default of the Contractor; or
 - b. the Employer's entitlement to terminate the Contract or the employment of the Contractor under the Contract; or
 - c. any termination of the Contract or the employment of the Contractor under the contract; or
 - d. of the amount due and payable under this bank Guarantee.
4. The liability of the Bank under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Bank hereby waives notice of:
 - a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance or adjustment to the Tender Total or other payment under the Contract) or any concession or waiver by the Employer in respect of the Contractor's obligations under the Contract;
 - b. the termination of the Contract or of the employment of the Contractor under the Contract solely as a result of default by the Contractor under the Contract;
 - c. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor or negligence by the Employer in enforcing any such right of action or remedy;
 - d. any other security or guarantee held or obtained by the Employer for any of the obligations of the Contractor under the Contract or any release or waiver thereof;
 - e. any act or omission of the Contractor pursuant to any other arrangement with the Surety.
5. The liability of the Bank under this Guarantee shall cease on whichever of the following events first occurs:
 - a. payment by the Bank of the Guaranteed Sum in full to the Employer; or
 - b. receipt of written notification from the Employer that the [Note 4] have been installed and tested to the satisfaction of the Employer.
6. Until the MAHA-METRO has issued an instruction to the Bank to the effect that this Guarantee can be released, the Bank undertakes to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the MAHA-METRO.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK-----

ADDRESS-----

DATE-----

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be from a scheduled commercial bank based in India, acceptable to the Employer.
3. The amount payable under this Guarantee shall be 95 percent of the aggregate of the installments of the Payment made to the Contractor prior to the date of the written demand referred to above less the aggregate of any sums in respect of items installed, tested and certified by the Employer's Representative (as defined in the Contract) in accordance with the terms of the Contract.
4. Enter name of the Contract.

Form- 13**Undertaking**
(Pertaining to engagement of Sub Contract)

Contract no./Tender No.

Name of work

In connection with above work, M/s , Contractor has/is engaging M/s , as sub-contractor (material / equipment supplier or service provider). For this, the terms and conditions of agreement between Contractor & Sub-contractor, include necessary provisions for resolution of dispute if any arising between Contractor and subcontractor.

It is confirmed by the subcontractor that any payment/claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before Employer and also shall not make any claim against Employer before any forum/court.

SIGNATURE AND SEAL OF THE CONTRACTOR

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(Thane Integral Ring Metro Project)

Name of work: Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

TENDER NO. T1-022/ELE-02/2025

PART 4: FINANCIAL BID



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

Contents of Part-4

	PART 4: FINANCIAL BID & BILL OF QUANTITIES
1	Section XI- Preamble
2	Financial Bid & Bill of Quantities

1. Preamble

1. The bidder should quote his percentage (%) above(+)/below(-)/at par only in the Financial Bid/ Price Bid Summary sheet provided in the Commercial/ Price Envelope section of the E-Tender Portal of Maharashtra Government.
2. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Scope of Work, Conditions of Contract, Notice Inviting Tender, Technical & Particular Specifications, Schedule, Annexures and Addendums.
3. The payment for the supply of materials shall be made in two stages: Sixty percent (60%) upon material delivery at site, and the balance forty percent (40%) upon completion of erection and commissioning of the transmission line.
4. The rates for Monopoles shall remain consistent for height deviations within ± 3 meters for the profile drawings that may be approved by MSETCL.
5. The person authorized to sign on behalf of the Bidder shall sign in full with company seal and date at the bottom of all pages.
6. General directions and description of works and materials are not necessarily repeated or summarized in the Bill of Quantities/ Financial Bid.
7. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in Scope of Work under this bid Document.
8. Bidder may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies / administration etc.
9. For comparison/evaluation of the quoted bid price by the bidders, the grand total of the quoted amount of each schedule/section of schedule 'A', schedule 'B' and schedule 'C' shall be taken into consideration.

2. FINANCIAL BID / OFFER SHEET

SR. NO.	SCHEDULE	SECTIONS	ESTIMATED AMOUNT (Excluding GST) Rs.	BIDDER'S QUOTE % above (+)/Below (-) / At Par (0)	QUOTED AMOUNT Rs.
1	SCHEDULE – A (Supply Part)	Section – I (Non-SOR Items)	30,35,84,195.00		
		Section – II (SOR Items)	1,70,66,705.00		
2	SCHEDULE – B (Installation Part)	Section – I (Non-SOR Items)	23,96,79,376.00		
		Section – II (SOR Items)	39,93,980.00		
3	SCHEDULE – C (ERS Part)	-	1,33,13,050.00		
4	SCHEDULE – D (Miscellaneous)	-	16,94,915.00	AT Par	16,94,915.00
A. Total Amount Excluding GST			57,93,32,221.00		

Percentage quoted on Total Amount in terms of (Above/Below/At Par)

.....

**Total Quoted Amount in
Figures.....**

**Total Quoted Amount in
words.....**

Note: The Quoted Price includes cost of the repair, modification & calibration, labours charges, transportation, loading & unloading, tools, taxes (excluding GST), unforeseen expenses, etc.

Bill of Quantity

Name of Work: Modification of 110 KV/220KV EHV M/C overhead lines at A) Ch :14050m near Waghbil station and Kasarwadavali Depot B) 220KV EHV D/C overhead lines at Ch: 20950 between Balkum Naka to Balkum Pada Station, for Thane Integral Ring Metro Project.

SCHEDULE - A (SUPPLY PART)

Sr. No.	Non SOR Items	Description of Item	Unit	Qty.	Rate	Amount
SECTION I (Non-SOR Items)						
1		Detailed Preliminary Survey with GPS, theodolite, marking route on topo sheets and village map representing actual field conditions etc., complete in all respect. Detailed survey including tower spotting and tower profiles, digital theodolite etc. along with the approved alignment, preparation of profiles, tower spotting, tower schedule and soil resistivity, marking of route on topo sheet and village map, collection of 7/12 of corridors, identification of land etc. and submission of KML files. Check Survey to carry out the checks as per approved profiles with digital theodolite/GPS etc. and location marking by fixing three pegs in alignment for suspension tower and by fixing five pegs in bisection of angle tower including bush cutting along the Centre line of alignment and repeg marking, if necessary, etc. complete in all respect. Check survey including revision of profiles if required. Complete Survey, Designing, Estimation & Approval of profile /Drawing from MSETCL complete for modification of 04 Nos. of 110/220 KV EHV lines (One crossing in Each Location)	Nos	3	4,25,000.00	12,75,000.00
2		Supply of Monopole - 110 KV/220 KV DC/ MC Monopole along with foundation bolt Anchor Plate Template, Cross arm, Ladder and all associated accessories complete.				
2.1		110/220kV MC Tension Pole MPD + 0 M (30-60D)/DE	Nos	2	1,78,64,455.00	3,57,28,910.00
2.2		110/220kV MC Multi Level Pole SP + 18 M Extension Incoming	Nos	1	4,47,82,450.00	4,47,82,450.00
2.3		110/220kV MC Tension Pole MPD + 20 M (30-60D)/DE	Nos	4	3,57,88,240.00	14,31,52,960.00
2.4		220kV DC Tension Pole PD + 0 M (30-60D)/DE	Nos	1	80,38,125.00	80,38,125.00
2.5		220kV DC Tension Pole PD + 35 M (30-60D)/DE	Nos	2	2,45,93,093.00	4,91,86,186.00

3		80mm X 3000mm Deep Dud Conductive pit	Nos	24	17,050.00	4,09,200.00
4		520 sq.mm HTLS ACCC Drake Conductor	KM	6.6	15,58,850.00	1,02,88,410.00
4.1		520 sq.mm HTLS ACCC Drake Conductor a) SSN/SSA	Nos	14	25,167.00	3,52,338.00
4.2		520 sq.mm HTLS ACCC Drake Conductor b) DSN/DSA	Nos	6	40,503.00	2,43,018.00
4.3		520 sq.mm HTLS ACCC Drake Conductor c) STN/STA	Nos	12	1,04,696.00	12,56,352.00
4.4		520 sq.mm HTLS ACCC Drake Conductor d) DTN/DTA	Nos	72	1,15,901.00	83,44,872.00
4.5		520 sq.mm HTLS ACCC Drake Conductor a) Mid Span Joints	Nos	2	1,18,441.00	2,36,882.00
4.6		520 sq.mm HTLS ACCC Drake Conductor b) Repair Sleeves	Nos	2	9,321.00	18,642.00
4.7		520 sq.mm HTLS ACCC Drake Conductor c) P.A. rods	Nos	10	4,905.00	49,050.00
4.8		520 sq.mm HTLS ACCC Drake Conductor d) Vibration dampers	Nos	50	4,436.00	2,21,800.00
Total of Section I (Non-SOR Items) Exclusive of GST						30,35,84,195.00
SECTION II (MSETCL SOR Items)						
Sr. No.	MSETCL SOR 2025	Description of Item	Unit	Qty.	Rate	Amount
1		Requirement of Hardware				
1.1	17	0.2 ACSR Panther conductor a) SSN/SSA	Nos	42	3,245.00	1,36,290.00
1.2	18	0.2 ACSR Panther conductor b) DSN/DSA	Nos	30	6,377.00	1,91,310.00
1.3	19	0.2 ACSR Panther conductor c) STN/STA	Nos	30	3,780.00	1,13,400.00
1.4	20	0.2 ACSR Panther conductor d) DTN/DTA	Nos	42	8,435.00	3,54,270.00
1.5	21	0.4 ACSR Zebra conductor a) SSN/SSA	Nos	34	3,345.00	1,13,730.00
1.6	22	0.4 ACSR Zebra conductor b) DSN/DSA	Nos	24	7,186.00	1,72,464.00
1.7	23	0.4 ACSR Zebra conductor c) STN/STA	Nos	48	3,714.00	1,78,272.00
1.8	24	0.4 ACSR Zebra conductor d) DTN/DTA	Nos	144	9,331.00	13,43,664.00
2		Insulator				
2.1	3	Disc Insulator 70KN (Antifog)	Nos	650	874.00	5,68,100.00
2.2	4	Disc Insulator 120KN (Antifog)	Nos	5200	1,041.00	54,13,200.00
3		Conductor				
3.1	54	0.4 ACSR Zebra Conductor	KM	13	3,79,244.00	49,30,172.00
3.2	55	0.2 ACSR Panther Conductor	KM	8	2,02,223.00	16,17,784.00
		Conductor Accessories				
3.3	25	0.2 ACSR Panther a) Mid Span Joints	Nos	6	933.00	5,598.00
3.4	26	0.2 ACSR Panther b) Repair Sleeves	Nos	4	317.00	1,268.00
3.5	27	0.2 ACSR Panther c) P.A. rods	Nos	42	1,367.00	57,414.00

3.6	28	0.2 ACSR Panther d) Vibration dampers	Nos	42	773.00	32,466.00
3.7	29	0.4 ACSR Zebra a) Mid Span Joints	Nos	4	1,063.00	4,252.00
3.8	30	0.4 ACSR Zebra b) Repair Sleeves	Nos	6	340.00	2,040.00
3.9	31	0.4 ACSR Zebra c) P.A. rods	Nos	30	1,935.00	58,050.00
3.10	32	0.4 ACSR Zebra d) Vibration dampers	Nos	170	847.00	1,43,990.00
4	33	G.I. Earthwire 7/3.15 mm	KM	5	59,775.00	2,98,875.00
5		Earth Wire Hardware & Accessories				
5.1	79(G)	Copper Earth bond for 7/3.15mm Earthwire	Nos	20	808.00	16,160.00
5.2	35	Tension Clamp for 7/3.15 mm G.I. Earthwire.	Nos	24	825.00	19,800.00
5.3	36	Mid Span Joint for 7/3.15 mm G.I. Earthwire.	Nos	6	211.00	1,266.00
6		Tower Accessories				
6.1	46	Danger Boards	Nos	10	294.00	2,940.00
6.2	47	Number Plates	Nos	10	245.00	2,450.00
6.3	48	Phase plate (RYB Set)	Nos	34	393.00	13,362.00
6.4	49	Circuit plates (Set C1 & C2)	Nos	34	407.00	13,838.00
6.5	50	Anticlimbing devices with Barbed wire.	Set	10	4,815.00	48,150.00
7		Earthing to Monopole tower				
7.1	79(d)	50X8 mm GI Earthing Strip	Rmt	420	216.00	90,720.00
8		OPGW Down lead Clamps				
8.1	37	Fiber Optic Cable 48 Fibre	Km	5	1,79,662.00	8,98,310.00
8.2	38	OPGW Tension Assy Set with JB TENSION ASSEMBLY SET OF OPGW	Set	20	8,455.00	1,69,100.00
8.3	43	OPGW Vibration Damper Vibration Damper for OPGW Wire HVDC	Ea	20	750.00	15,000.00
8.4	44	OPGW Down lead Clamps	Ea	100	390.00	39,000.00
		Total of Section II (SOR Items) Exclusive of GST				1,70,66,705.00
		Total of Schedule A (Section I + Section II) Exclusive of GST				32,06,50,900.00

SCHEDULE - B (INSTALLATION PART)

Sr. No.	Non SOR Items	Description of Item	Unit	Qty.	Rate	Amount
SECTION – I (Non-SOR Items)						
1		Foundation of Monopole inclusive of all Design, earthing material & Labour etc.				
1.1		110/220kV MC Tension Pole MPD + 0 M (30-60D)/DE	Nos.	2	1,13,73,333.00	2,27,46,666.00
1.2		110/220kV MC Multi Level Pole SP + 18 M Extension Incoming	Nos.	1	2,68,69,470.00	2,68,69,470.00
1.3		110/220kV MC Tension Pole MPD + 20 M (30-60D)/DE	Nos.	4	2,14,72,944.00	8,58,91,776.00
1.4		220kV DC Tension Pole PD + 0 M (30-60D)/DE	Nos.	1	52,24,781.00	52,24,781.00
1.5		220kV DC Tension Pole PD + 35 M (30-60D)/DE	Nos.	2	1,47,55,856.00	2,95,11,712.00
2		Erection of Monopole				
2.1		110/220kV MC Tension Pole MPD + 0 M (30-60D)/DE	Nos.	2	35,72,891.00	71,45,782.00
2.3		110/220kV MC Multi Level Pole SP + 18 M Extension Incoming	Nos.	1	89,56,490.00	89,56,490.00
2.4		110/220kV MC Tension Pole MPD + 20 M (30-60D)/DE	Nos.	4	71,57,648.00	2,86,30,592.00
2.5		220kV DC Tension Pole PD + 0 M (30-60D)/DE	Nos.	1	11,89,329.00	11,89,329.00
2.6		220kV DC Tension Pole PD + 35 M (30-60D)/DE	Nos.	2	49,18,619.00	98,37,238.00
3		Erection of Retaining Wall/Crash Barrier	Nos.	12	7,42,946.00	89,15,352.00
4		P & Installation - maintenance free Earthing	Nos.	24	10,668.00	2,56,032.00
5		Miscellaneous Works as per MSETCL SOR.	LS	1	8,41,314.00	8,41,314.00
6		Soil Investigation, submission of reports	Nos.	10	88,875.00	8,88,750.00
7		Scaffolding as per site requirement suitable for up to 50 Meters height of tower including transportation (to & from) fitting & dismantling etc. (Providing Scaffolding Services)	Days	21	38,938.00	8,17,698.00
8		Transportation of Dismantled Towers with accessories like conductors, hardware, insulator, danger board, number plate, phase plate, Ckt. Plate, anti-climbing device, Bird Guard Etc.	LS	1	2,12,500.00	2,12,500.00
9		Stringing of conductors on S/C, D/C, D/C, H/Z towers including transportation of conductor and required material from site store to site locations, laying, paving, jointing, rough sagging, final sagging, clipping, fixing of accessories, hoisting of insulators, jumpering etc. on tower complete in all respect including tree cutting if required as per the direction of Engineer in charge. (which includes the works				

		involved in the crossing of LT, HT and EHV power lines Railway and River crossing). (viz dismantling and restringing of conductors)				
9.1		220 kV D/C or M/C (with 520 sq.mm ACCC Drake) on D/C or MC on Crossing	Km	2	8,71,947.00	17,43,894.00
Total of Section I (Non-SOR Items) Exclusive of GST						23,96,79,376.00
SECTION II (MSETCL SOR Items)						
Sr. No.	MSETCL SOR 2025	Description of Item	Unit	Qty.	Rate	Amount
1	22B	Stringing of conductors on S/C, D/C, D/C, H/Z towers including transportation of conductor and required material from site store to site locations, laying, paving, jointing, rough sagging, final sagging, clipping, fixing of accessories, hoisting of insulators, jumpering etc. on tower complete in all respect including tree cutting if required as per the direction of Engineer in Charges. (Which includes the works involved in the crossing of LT, HT and EHV power lines railway and river crossing). (Viz dismantling and restringing of conductors)				
1.1	22B(g)	220 kV D/C (with 0.4 ACSR/AAAC) on D/C on Crossing	Km	2	2,00,736.00	4,01,472.00
1.2	22B(j)	110/220 kV M/C (with 0.4 ACSR/AAAC) on M/C on Crossing	Km	3	4,57,811.00	13,73,433.00
2	23	Stringing of Earth wire for 110 KV/220 KV including transportation of Earthwire and required material from stores to site locations, laying, fixing hardware, fixing accessories paving out earth wire, jointing, tensioning stringing and clamping of 7/3, 15Sq.mm high tensile galvanized and steel wire etc.	Km	5	12,596.00	62,980.00
3	26(a)	Dismantling of 110 KV / 220 KV old towers	MT	90	6,393.00	5,75,370.00
4	22E(j)	Destrining of conductor (110/220 kV M/C (with 0.4 ACSR/AAAC) on M/C on Crossing)	Km	3	3,66,249.00	10,98,747.00
5	22E(g)	Destrining of conductor (220 kV D/C (with 0.4 ACSR/AAAC) on D/C on Crossing)	Km	2	1,60,589.00	3,21,178.00
6		Tower earthing				
6.1	18A(b)	Pipe type earthing:	Nos.	20	3419	68380.00

		Normal earthing including excavation of pits/ trenches, laying of earthing pipe, strips, flats, etc. supplying and laying salt and soft coke as directed and as per the drawing to be furnished by the owner and back filling, complete in all respects. Exclusive of G.I. pipe and G.I. strip / Flat & Nuts and bolts				
7	26c	Removing of stubs up to 1.5 mtrs	Per Tower	8	8,659.00	69,272.00
8	3	Check Survey to be carried out as per approved tower profiles, Digital Theodolite / Total Station / GPS etc. And location marking by fixing three pegs in alignment for suspension tower and by fixing five pegs in bisection for angle tower including bush cutting along the centre line of alignment and repeg marking, if necessary, etc. complete. Check Survey including revision of profiles if required	Km	3	7,716.00	23,148.00
		Total of Section II (SOR Items) Exclusive of GST				39,93,980.00
		Total of Schedule B (Section I + Section II) Exclusive of GST				24,36,73,356.00

SCHEDULE - C (EMERGENCY RESTORATION SYSTEM)

Sr. No.	Non-SOR Items	Description of Item	Unit	Qty.	Rate	Amount
1		Making arrangement for erection of ERS (Works include survey ERS spot fixing) Mobilization of gang, transportation & T&P, Excavation of pits (for stay), concreting of pits (for Stay). Erection of stay, preinstallation assembly of ERS structure, Installation of ERS Structure)	Nos.	6	4,47,136.00	26,82,816.00
2		Making arrangement for dismantling of ERS (Work includes dismantling of stay, pits, back filling of stay pits, dismantling of concreting of stays, Dismantling of ERS Structure) Dismantling of ERS Systems	Nos.	6	3,57,709.00	21,46,254.00
3		Stringing of 220 kV M/C (with 0.4 ACSR/AAAC) on M/C on Crossing	KM	3	4,57,811.00	13,73,433.00
4		Destringing of conductor	KM	3	3,66,249.00	10,98,747.00
5		Transportation Insurance of ERS tower material	LS	1	34,832.00	34,832.00
6		Transportation of ERS tower material from store to work site (to & fro) including loading unloading of ERS	TKM	4000	21.00	84,000.00
7		Loading of Material by crane	MT	192	1,547.00	2,97,024.00
8		Unloading of material by crane	MT	192	1,547.00	2,97,024.00
9		Hiring charges of ERS Unit	Per Day	10	4,91,267.00	49,12,670.00
10		Charges for operating expenses	Per Day	10	38,625.00	3,86,250.00
		Total of Schedule – C Exclusive of GST				1,33,13,050.00

SCHEDULE - D (Miscellaneous)

Sr. No.	Non-SOR Items	Description of Item	Unit	Qty.	Rate	Amount
1		Miscellaneous Works @ SOR PWD (At Par)	LS			16,94,915.00
		Total of Schedule – D Exclusive of GST				16,94,915.00
		Total Amount Exclusive of GST (Schedule-A + Schedule-B + Schedule-C + Schedule-D				57,93,32,221.00