

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

**BID DOCUMENTS  
FOR**

**Name of work:**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

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




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

**Parts of the Bid Document**

Part	Name of the Document
NIT	Notice Inviting Tender
PART – 1	Bidding Procedures
PART – 2	Work Requirement
PART – 3	Conditions of Contract
PART – 4	Financial Bid & Bill of Quantities

## NOTICE INVITING TENDER (NIT)

	<b>E-TENDER NOTICE</b>  <b>Maharashtra Metro Rail Corporation Limited</b> Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA, Website: <a href="https://www.mahametro.org/">https://www.mahametro.org/</a> E-mail: md.nmrcl.tenders@gmail.com , Telefax: 0712-2554217
---	--

**Tender Notice No. N2-029/IT(R)-02/2024**

**Dated: 26.07.2024**

**Name of Work:**

Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.

**KEY DETAILS: -**

<b>Completion Period</b>	<b>36 (Thirty-Six) Months</b> from the date stated in Notice to Proceed / LOA.
<b>Documents on sale</b>	Documents can be downloaded from <b>16.00 hrs. of 31.07.2024 to 16.00 Hrs. of 20.08.2024</b> from Maha-Metro's e-Tender Portal.
<b>Cost of documents</b>	<b>INR: 23,600/- (Rupees Twenty-Three Thousand Six Hundred only) (Inclusive of applicable GST)</b> , non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
<b>Pre-bid Queries</b>	Bidder's Queries must be submitted through e-mail ID: <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a> with subject "Prebid queries for "N2-029/IT(R)-02/2024" OR in hard copy to ED (Procurement) office before <b>07.08.2024 upto 11.00 Hrs.</b>
<b>Bid Security (EMD)</b>	The Bid Security / EMD amounting to <b>INR: 4,19,873/- (Rupees Four Lakh Nineteen Thousand Eight Hundred Seventy-Three Only)</b> shall be in the form as mentioned in the Tender Document.
<b>Date &amp; Time of submission of Tender</b>	Online submission shall start from <b>11.00 Hrs on 14.08.2024</b> and till <b>16.00 Hrs. on Dt. 20.08.2024</b> on Maha-Metro, e-tender portal.
<b>Date &amp; Time of Opening Technical bid</b>	On <b>Dt. 21.08.2024</b> after <b>16:30 Hrs</b> in Procurement Department, 1st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.

1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO tender portal under section in e-tenders <https://mahatenders.gov.in>
2. To view this tender notice (NIT), interested Agencies may visit the Maha-Metro website <https://www.mahametro.org> or CPPP website <https://eprocure.gov.in>
3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, in no case, will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Maha-Metro shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, Maha-Metro shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the bidder.
4. Maha-Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

  
**Executive Director (Procurement),**  
**Maharashtra Metro Rail Corporation Limited**  
NAGPUR METRO

26/07/2024

## **Table of Contents**

### **Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
	Annexure II-A Tool Kit for e-tender
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

### **Part-2 - Work Requirement**

Section-VII	Employer's (Works) Requirements
-------------	---------------------------------

### **Part- 3 - Conditions of the Contract and Contract Forms**

Section VIII	General Conditions (GC)
Section IX	Special Conditions (SC)
Section X	Contract Forms
Section XI	SHE Manual (or Conditions of Contract on SHE requirements)

### **PART- 4 - Financial Bid & Bill of Quantities**

Section XII	Preamble
	Bill of Quantities

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

**BID DOCUMENTS**

**FOR**

**Name of work:-**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

**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](http://www.metrotrainnagpur.com)

## **Part- 1 - Bidding Procedures**

### **Contents**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
	Annexure II-A Tool Kit for e-tender
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

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

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

**PART 1: BIDDING PROCEDURE**

**SECTION I: INSTRUCTIONS TO BIDDERS**



**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](http://www.metro railnagpur.com)**

**Section I. Instructions to Bidders****Table of Contents**

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



## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of Bid is as **specified in the BDS**.

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

#### 2. Source of Funds

2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the funding as **(specified in BDS)** toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.

#### 3. Corrupt and Fraudulent Practices

3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.

#### 4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.3—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during

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

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

## Security.

4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS.**

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

## 5. Eligible Materials, Equipment, and Services

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

## B. Contents of Bidding Documents

## 6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **Notice Inviting Tender (NIT)**

#### **Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
<i>Annexure II-A</i>	<i>Tool Kit for e-tender</i>
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

#### **Part-2 - Work Requirement**

Section-VII	Employer's (Works) Requirements
-------------	---------------------------------

#### **Part- 3 - Conditions of the Contract and Contract Forms**

Section VIII	General Conditions (GC)
Section IX	Special Conditions (SC)
Section X	Contract Forms
Section XI	SHE Manual (or Conditions of Contract on SHE Requirements)

**PART- 4 - Financial Bid & Bill of Quantities**

## Section XII

## Preamble &amp; Bill of Quantities

- 6.2 The Invitation for Bids (Notice Inviting Tender) i.e. NIT issued by the Employer is part of the Bidding Documents.
- 6.3 Unless obtained directly by the bidder concerned from the Employer's office (as mentioned in NIT) or Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available at Employer's Office or uploaded on E-Tender portal of Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

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

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

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

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such

request is received on or before the date specified in this document. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2 **OR as provided for in BDS in consonance with E-Tendering System.**

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction/System of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage **(as specified in BDS).**
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting **or as specified in BDS.**
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any

responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder **OR as provided for in BDS in consonance with E-Tendering System.**

#### 8. Amendment of Bidding Documents

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

### C. Preparation of Bids

#### 9. Cost of Bidding

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

#### 10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following: **(refer BDS for additional requirement)**
- (a) Letter of Bid in accordance with ITB 12;
  - (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;
  - (c) Bid Security or Bid-Securing Declaration, in

accordance with ITB 19.1 **(as specified in BDS)**

- (d) alternative bids, if permissible, in accordance with ITB 13 **(as specified in BDS)**;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.5, the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Technical Proposal in accordance with ITB 16;
- (i) Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid **(as specified in BDS)**.

## **12. Letter of Bid and Schedules**

12.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

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

## **13. Alternative Bids**

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

- 13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer **(as specified in BDS)**
- 13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VII, Works Requirements.

#### 14. Bid Prices and Discounts

- 14.1 The prices and **discounts** quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. **(or as specified in BDS)**
- 14.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. **(or as specified in BDS)**
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered **(or as specified in BDS)**.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid **(or as**



**specified in BDS)**

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

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

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

**15. Currencies of Bid and Payment**

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

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

**16. Documents Comprising the Technical Proposal**

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

**17. Documents Establishing the Qualifications of the Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification or at the time of actual bidding (as the case may be), the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification

applies as specified in ITB 4.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

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

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

#### 18. Period of Validity of Bids

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

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

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

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable

correction from those indicated above.

## 19. Bid Security

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

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

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

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

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

18.2.

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

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

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) If the Bidder submit fake / forged / fabricated/false documents as well as false & misleading information /data with his Bid, which fails the authenticity verifications, initiated by MAHA-Metro.
- (c) If the Bidder tamper/ edit/ mutilate the Bid document and associated information/data and submit the same with his Bid.
- (d) If the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 41; or
  - (ii) furnish a performance security in accordance with ITB 42.
  - (iii) authenticate and verification of performance security

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

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

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

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

## 20. Format and Signing of Bid

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

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid. **(Replaced in BDS)**
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. **(As specified in BDS)**
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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

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

- 21.1 The Bidder shall enclose the original and one set of all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process specified in the BDS 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

##### **22. Deadline for Submission of Bids**

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. **When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding

Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder **or as specified in BDS**

### 24. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

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

### 25. Bid Opening

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

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

substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

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

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

#### **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

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

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

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact

the Employer on any matter related to the bidding process, it shall do so in writing.

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

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

**28. Deviations, Reservations, and Omissions**

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

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Determination of Responsiveness**

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

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

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially



responsive bids.

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

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

**30. Nonmaterial  
Nonconformities**

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of  
Arithmetical  
Errors (replaced  
in BDS)**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for

admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

**32. Conversion to Single Currency**

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

**33. Margin of Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders shall not apply.

**34. Subcontractors**

34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer, or may name another specialized subcontractor meeting the requirements specified in the prequalification phase.

34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III Experience. When subcontracting is permitted by the Employer, the specialized subcontractor's experience shall be considered for evaluation. Section III describes the qualification criteria for subcontractors **or as specified in BDS**.

**35. Evaluation of Bids**

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

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to

(c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

35.5 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.**(As specified in BDS)**

### **36. Comparison of Bids**

36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

### **37. Qualification of the Bidder**

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

**39. Award Criteria**

39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

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

**41. Signing of Contract**

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

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

**42. Performance Security**

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included

in Section X Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.**(as specified in BDS)**

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

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

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

**PART 1: BIDDING PROCEDURE**

**SECTION II: BID DATA SHEET**



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

**Website: [www.metro railnagpur.com](http://www.metro railnagpur.com)**

**Section II. Bid Data Sheet****A. General**

<b>General</b>	<p>The following terms are used in the Bidding Documents shall have the same meaning and interpretations:</p> <ul style="list-style-type: none"> <li>➤ 'Tender(s)' and 'Bid(s)'</li> <li>➤ 'Tenderer(s)' and 'Bidder(s)'</li> <li>➤ 'Employer's Requirements' and 'Work Requirements'</li> </ul>
<b>ITB 1.1</b>	<p><b><u>Name of Project:-</u></b> Nagpur Metro Rail Project</p> <p><b><u>Name of work:-</u></b></p> <p><b>Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.</b></p>
<b>ITB 1.1</b>	<p>The Employer is: <b><u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u></b></p>
<b>ITB 1.1</b>	<p>National Competitive Bid (NCB) The number of the Invitation for Bids (Tender No) is: <b>TENDER NO. N2-029/IT(R)-02/2024</b></p>
<b>ITB 1.1</b>	<p>The detailed Scope of Work under this contract is described in detail in the <b>Part II: Section-VII (Employers (Works) Requirements)</b> of the bid document and other documents. The Contractor has to execute the work accordingly with the approval of Employer.</p>
<b>ITB 2.1</b>	<p><b>Source of Fund for the project:</b> Funded by Equity of Government of India (GOI) &amp; Government of Maharashtra (GOM)</p>
<b>ITB 4.1</b>	<p>The bidder may be a firm as a Single Entity.</p> <p><b>A joint venture / Consortium is not allowed to participated in this tender.</b></p>
<b>ITB 4.5</b>	<p>This Bidding Process is in <b>single stage two-packet system through e-tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></b> &amp; open to all eligible bidders as per <b>Evaluation &amp; Qualification Criteria</b> under <b>Section-III</b> of this Bid Document.</p>

<b>ITB 4.7</b> <b>(Additional Para)</b>	<p>a. Every Bidder, be it a single entity, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section-7: Bidding Form.</p> <p>b. If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm &amp; authorized signatory all document. Such declaration shall accompany with PAN Card of proprietor.</p> <p>c. If the bidding entity is a Partnership firm / Private Limited Company, all the partners shall jointly provide a Power of Attorney in the name of one partner as an authorized signatory. Such declaration shall accompany with copy of DIN numbers of all partners.</p>
<b>ITB 4.8</b> <b>(Additional Para)</b>	<p>Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
<b>ITB 4.9</b> <b>(Additional Para)</b>	<p>Provisions &amp; guidelines of <b><u>MAKE IN INDIA POLICY 2017</u></b> (latest Revision, till final date of submission of Bid), shall be applicable in this bid.</p>
<b>ITB 4.10</b> <b>(Additional Para)</b>	<p><b><u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u></b></p> <p>As per Govt. Of India Order (Public Procurement No.1) bearing no. F.No.6/18/20-19-PPD, Dt. 23.07.2020 Restrictions on Bidding has been imposed on bidders from the country of origin which shares land boundary with India.</p>
<b>ITB 4.11</b> <b>(Additional Para)</b>	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure in the prescribed format as provided in <a href="#">Section IV: Bidding Forms</a>.</p> <p>For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the <b>Indian Embassy</b> or notarized/registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed the <b>Hague Legislation Convention, 1961</b> is not required to be endorsed by the <b>Indian Embassy</b> if it, carries a conforming <b>Apostille</b> certificate. This power of attorney should be registered at appropriate authority and easily verifiable.</p>
<b>ITB 4.12</b> <b>(Additional Para)</b>	<p>The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per <a href="#">Form in the Section IV: Bidding Forms</a>.</p>



Bidding Documents	
ITB 7.1	<p>(a) For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p><b>Executive Director (Procurement)</b></p> <p><b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b></p> <p><b>Metro Bhawan, East High Court Road (VIP Road),</b></p> <p><b>Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</b></p> <p>Electronic mail address: <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a></p> <p>Web page: <a href="http://www.metrorailnagpur.com">www.metrorailnagpur.com</a></p> <p>All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.</p> <p>(c) MAHA-METRO may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHAMETRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>

<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date &amp; Time: <b>As per NIT.</b></p> <p><b>Place: -</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b>  Metro Bhawan, East High Court Road (VIP Road),  Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</p>
<b>ITB 7.5</b>	<p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT &amp; ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a></p>
<b>ITB 7.6</b>	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.</p>
<b>ITB 8.2</b>	<p><b>Following is added to the existing clause of ITB 8.2</b></p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> within the date given in NIT, which shall be available for all the prospective Bidders.</p> <p>Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GC, bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the Contract.</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid is: <b>English</b></p> <p>All correspondence/ exchange shall be in the <b>English language</b>. Language for translation of supporting documents and printed literature is <b>English</b>.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to <b>English</b> and will have to be endorsed by the <b>Indian Embassy</b> or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the <b>Hague Legislation Convention 1961</b> is not required to be endorsed by the <b>Indian Embassy</b>, if it carries a conforming <b>Apostille Certificate</b>.</p>
<b>ITB 11</b>	<b>Documents Comprising the Bid</b>
<b>ITB. 11.1 (c)</b>	<b>Only Bid Security / EMD shall be acceptable as detailed in NIT &amp; ITB 19.1</b>
<b>ITB. 11.1 (d)</b>	Alternative bid is <b>not permissible</b> .

<b>ITB. 11.1 (j)</b>	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on E-Tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> in accordance with provisions in ITB 22.1.</p> <ul style="list-style-type: none"> <li>i. The Bidder shall follow the procedure and steps of E-Tender portal given in <b>E-Tender Toolkit</b> provided as <b>Annexure-II-A</b></li> <li>ii. <b>Cost of the bid:</b> Paid online through E-Tender portal.</li> <li>iii. <b>Bid Security:</b> Evidence of submission / payment of Bid Security as per provision of NIT and <a href="#">BDS ITB 19.1</a> to be submitted.</li> <li>iv. <b>Technical Package:</b> To be submitted at appropriate place i.e. Technical Envelope on e-tender portal.</li> <li>v. <b>Financial Package:</b> Financial bid form to be duly filled up directly in the Financial Envelope only on e-tender portal and not anywhere else.</li> <li>vi. <b>Bidder should ensure that the no part of the Financial Bid should be up-loaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly.</b></li> <li>vii. The original Bank Guarantee towards <b>Bid Security (if any)</b>, shall be submitted within <b>(07) Seven</b> working days from the last date stipulated for submission of bid at the office of MAHA-METRO at address given at ITB 7.1 above.</li> </ul>
<b>ITB 11.1 (k)</b>	<p>The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course and before submission of Bid along with all necessary essential enclosures as specified in the bid document. In case of failure by the bidder in uploading (submission) the same, the bid shall be treated as non-responsive and not evaluated further.</p>
<b>ITB 11.3</b>	<b>As per Letter of bid in Section IV. - Payment of Commission &amp; Gratuities not permitted.</b>
<b>ITB 13.1</b>	Alternative bids shall <b>not be permitted</b> under <a href="#">ITB 13.2</a> , <a href="#">ITB 13.3</a> , or <a href="#">ITB 13.4</a>
<b>ITB 13.2</b>	Alternative times for completion not permitted.
<b>ITB 13.3</b>	Not Applicable.
<b>ITB 13.4</b>	Alternative technical solutions shall not be permitted.
<b>ITB 14.1</b>	<p>The Price is to be quoted Online on E-Tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> &amp; Letter of discount, if any, shall be uploaded in <b>Financial Bid Section of E-Tender Portal</b> only.</p> <p>No discounts offer are allowed to be quoted by the bidder in the <b>Letter of Bid</b> and No discount letter to be uploaded in <b>Technical Bid Section of E- Tender Portal</b>.</p> <p>Offering Discount in any form in Technical Section of E-Tender Portal or in Letter of Bid, shall lead to disqualification of Bidder and Financial Bid of such bidder shall not be taken in consideration for evaluation.</p>

<b>ITB 14.2</b>	The bidder shall quote the price online in the <b>Financial Bid Section of the E-Tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></b> , either rate against each item or in the summary sheet of schedule of BOQ or scanned & upload the filled BOQ/Schedule or Lump sum Price (as the case may be) as per provision described in the aforesaid Financial Bid Section of Bid Document.
<b>ITB 14.3</b>	The price quoted in the Financial Bid Section of E-tender portal <b><a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></b> shall be the total price of the bid.
<b>ITB 14.4</b>	Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted. Discount, if any, shall be submitted by bidder in Financial Bid Section of E- Tender Portal only
<b>ITB 14.5</b>	For price adjustment / variation, refer to instructions / conditions provided in the <a href="#">Section VIII- GC read with Section IX-Special Conditions</a>
<b>ITB 14.6</b>	Not Applicable
<b>ITB 14.7</b>	<ul style="list-style-type: none"> <li>i. Price quoted by the bidder is inclusive of GST and all other applicable Taxes, Duties, Cess, Levies payables etc.</li> <li>ii. All taxes, duties, levies prior to Base date i.e. 28 days prior to latest date of submission of Bid is deemed to be inclusive in the price quoted by Bidder.</li> <li>iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement &amp; Deduction).</li> <li>iv. Successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.</li> </ul>
<b>ITB 14.8 (Additional Para)</b>	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
<b>ITB 14.9 (Additional Para)</b>	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in <a href="#">Section IV: Bidding Form. (Form-7)</a>

<b>ITB 14.10 (Additional Para)</b>	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in <a href="#">Section IV: Bidding Form</a> stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work. (Form-32)
<b>ITB 14.11 (Additional Para)</b>	<p>MAHA-METRO project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The Bidder should avail this benefit and pass on the benefit of the same to MAHA-METRO.</p> <p>As regards registration under Project Import, after the award of the contract, MAHA-METRO at the written request of Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development / Government of Maharashtra for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the Contractor.</p>
<b>ITB 15.1</b>	The currency of the Bid & payment shall be <b>Indian Rupees (INR)</b> only.
<b>ITB 17.2</b>	Provisions and norms as stipulated in "Make in India Policy 2017" issued by GOI with the latest amendment till the time of submission of the bid, shall be applicable in this Tender.
<b>ITB 17.3</b>	Applicable if the bid is two stage i.e, Pre-Qualification Stage & Bidding Stage
<b>ITB 18.1</b>	The bid validity period shall be <b>180 (One Hundred &amp; Eighty) days</b> .
<b>ITB 18.3 (a)</b>	The bid price shall not be adjusted in event of delay of award.
<b>ITB 19.1</b>	<p>(a) A Bid Security is required as specified in NIT.</p> <p>(b) Bid security shall be paid online through the provision made on E- Tender portal itself via Net Banking.</p> <p>Or</p> <p>In form of Unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section- IV: Bidding Forms.</p> <p>Or</p> <p>In the form of Bid Securing Declaration, as per format provided in Section –IV of Bid Document (If applicable, as specified in ITB 19.2 below)</p> <p>(c) A scanned copy of the bid security is to be uploaded online and the Bidder should ensure physical submission of the same at the office of MAHA-METRO at address specified in Bidding Documents, within <b>7 (Seven) working days</b> from the time and last date scheduled for online tender submission.</p>

	<p>(d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the Bid Security (c. above), his bid shall not be considered for opening/evaluation &amp; shall be rejected outright.</p> <p>(e) <b><u>Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).</u></b></p> <p><b>Bank Name:</b> State Bank of India  <b>Branch with Address:</b> S.V Patel Marg, Kingsway Nagpur 440001  <b>Bank Account Name:</b> Maharashtra Metro Rail Corporation Limited.  <b>Bank Account No.:</b> 35378499419  <b>Bank Account Type:</b> Current Account  <b>IFSC Code:</b> SBIN0000432  <b>MICR Code:</b> 440002002</p> <p><b><u>Note: -</u></b>  Bidders are requested <b>not to</b> deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p> <p>(f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank.</p> <p>(g) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-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 EMD/Bid Security &amp; disqualify the bid.</p>
<b>ITB 19.2</b>	<p><b>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSE (Micro or Small).</b></p> <p>If applicable, the bidder shall submit "<b>Bid Securing Declaration</b>" as per <b>Format</b> provided in <b>Section-IV</b> along with MSE Registration.</p>
<b>ITB 19.3</b>	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and <a href="#">ITB 19.1</a> above.
<b>ITB 19.4</b>	EMD /Bid Security shall be as per ITB 19.1 & NIT
<b>ITB 19.5</b>	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
<b>ITB 19.9</b>	Bid Security is required in this bid.
<b>ITB 20.1</b>	<p><b>Replacement for ITB as under:</b></p> <p>Bid to be submitted through E-Tender portal only.</p>

<b>ITB 20.2</b>	<p><b>Replacement for ITB as under:</b></p> <p>The Bid shall be submitted by bidder, online through e-tender portal. Details has been described at ITB clause no. 21 &amp; Annexure-II-A.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"><li>i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV: Bidding Forms</li><li>ii. A notarized Power of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company, LLP company)</li><li>iii. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i), (ii) &amp; (iii) above.</li></ul>
-----------------	--



<b>ITB 21.1, 21.2 &amp; 21.3</b>	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <ol style="list-style-type: none"> <li>Physical Sign &amp; seal of bidder on each page of Bid Documents available online is not required.</li> <li>Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.</li> <li>Scanned copy of Bid Security: Cash, (if any) as well as BG component (refer E-tender Notice).</li> <li>Scanned copy of POA of each member &amp; Lead member in case of JV/ Consortium.</li> <li>All relevant formats given in <a href="#">Section IV: Bidding format</a>. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.</li> <li>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.</li> <li>Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).</li> <li>Copy of all financial documents as directed in Section-III.</li> <li>Relevant work experience certificate (in line of <a href="#">Section III: Evaluation and Qualification Criteria</a>) and other qualifications certificates as given in Evaluation of Qualification under Section III.</li> <li>All Format of Section-IV and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed &amp; stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> along with bid documents.</li> </ol>
	<p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope &amp; Financial enclosures (If any) shall be uploaded with Financial Envelope on E-Tender Portal only.</p>
<b>ITB 21.4 (Additional Para)</b>	<p>1. Financial Bid (Commercial Envelope)</p>



<b>ITB 21.4.1 (Additional Para)</b>	<ul style="list-style-type: none"> <li>i. The financial bid shall be submitted in financial envelope.</li> <li>ii. BOQ/Summary sheet provided in the financial envelope Section of E- Tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> shall be duly filled up online by bidder.</li> <li>iii. Few price schedules may require to be filled up physically and required to be signed &amp; 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.</li> <li>iv. The Total Bid Price includes GST and other Taxes, Duties, Cess Levies, Royalties (if not provided specifically) also. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid &amp; Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.</li> </ul>
<b>ITB 22</b>	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum.</p> <p>Procedure of submission of bid electronically i.e. E-tender has been described in <b>Annexure-II-A</b> of bid document.</p>
<b>ITB 23</b>	<p>The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.</p>
<b>ITB 24.1, 24.2 &amp; 24.3</b>	<ul style="list-style-type: none"> <li>i. As the bid process is through e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>, 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.</li> <li>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the bidder can opt for “Withdrawal” option on e-tender portal. This can be done only prior to closing date and time of bidding process.</li> <li>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.</li> </ul>

ITB 25.1	<p>The bid opening/ shall take place at office of:  <b>Executive Director (Procurement)</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b>  <b>“Metro Bhawan”, East High Court Road (VIP Road),</b>  <b>Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</b></p> <p><b>Date: As per NIT</b>  <b>Time: As per NIT</b></p> <p>The electronic bid (E-tender) opening procedure shall be as under:  <u><b>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</b></u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p><b>Add following paragraph below the existing paragraph of ITB 25.1:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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. <b>Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal by MAHA-METRO, their submission treated as non-responsive and no further technical evaluation will be carried out.</b></li> <li>iii. <b>The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</b></li> <li>iv. After evaluation of Technical Bid received electronically via E-Tender portal, the Financial Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date &amp; time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</li> </ul>
ITB 25.2	Cases of “Withdrawal of Bid” and “Modification of Bid” has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p><b>Replace provisions of ITB 25.4 with the following:</b></p> <p>The opening of Bid shall be done online on E-Tender portal. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p>

	<p>The entire bid submitted by bidder shall be downloaded &amp; printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders' representatives who are present shall be required to sign the attendance sheet for record.</p>
<b>ITB 25.5 (Additional Para)</b>	<p>After the evaluation of the Technical Bid in accordance with <a href="#">ITB 27, 28, 29</a> and <a href="#">ITB 30</a>, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p><b>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</b></p>
<b>ITB 25.6 (Additional Para)</b>	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 26.4 (Additional Para)</b>	<p>The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.</p>
<b>ITB 29.1.1 (Additional Para)</b>	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <ol style="list-style-type: none"> <li>All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium</li> <li>The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium</li> <li>has been accompanied by a valid Bid Security; and</li> <li>meets the Qualification &amp; 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</li> <li>meets the other aspects of general evaluation as per <a href="#">BDS ITB 4.9 to 4.17</a>.</li> </ol>

	vi. Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Form – 3 of Section-IV) <b>Absence of the above documents shall result in disqualification of the Bid/Bidder.</b>
	<b>Replace existing ITB 32 and its sub-Para as under</b>
<b>ITB 32.1</b>	Bids will be compared in <b>Indian National Rupees (INR)</b> only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange Rates of Reserve Bank of India at the close of business of the <b>Reserve Bank of India on 7 days prior to the day of Bid submission</b> , and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this <b>particular</b> day happens to be a holiday, the exchange rate at the closing of the business of the <b>Reserve Bank of India</b> on the previous working day will be considered.
<b>ITB 33.1</b>	Margin of purchase preference shall be applicable as per <b>MAKE IN INDIA POLICY 2017</b> (latest Revision at the time of Submission of Bid).
<b>ITB 34.1</b>	No subcontractor is nominated by Employer.
<b>ITB 34.2</b>	Not Applicable
<b>ITB 34.3</b>	Not Applicable
<b>ITB 35.2</b>	<b>Replace existing ITB 35.2 as below:</b> For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above <b>only</b> . Price variation clause will not be considered for financial evaluation.
<b>ITB 35.5</b>	As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government of India. (No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid).
<b>ITB 35.6 (Additional Para)</b>	Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.

**F. Award of Contract**

<b>ITB 39.1</b>	<b>Replace the existing ITB 39.1 with the following:</b> Subject to <b>ITB 38.1 and ITB 39.2</b> , the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of <b>ITB 35.6</b> , provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of <b>ITB 4</b> .
-----------------	---

<b>ITB 40.4 (Additional Para)</b>	The “Letter of acceptance” will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
<b>ITB 42.1</b>	The Performance Guarantee required in accordance with <a href="#">Clause 50</a> as specified in <a href="#">Section IX. Special Conditions of Contract (SCC)</a> in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable.
<b>ITB 42.3 (Additional Para)</b>	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract (refer <a href="#">ITB 43</a> ).
<b>ITB 42.4 (Additional Para)</b>	Failure of the successful Bidder to comply with the requirements of <a href="#">ITB 41</a> and <a href="#">ITB 42</a> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
<b>ITB 43 (Additional Para)</b>	<b>Guarantees and Warranties</b> The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with Conditions of Contract and <a href="#">Section X-Contract form</a> .
<b>ITB 44 (Additional Para)</b>	<b>Insurance</b> The Bidders’ attention is drawn to the provisions contained in <a href="#">Clause 24 of the Conditions of Contract</a> .

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

**Name of work: -**

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

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



**Maharashtra Metro Rail Corporation Limited**

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

**Website: [www.metrorailnagpur.com](http://www.metrorailnagpur.com)**



**E- TENDERING PROCEDURE****Tool Kit for using E-Tender Portal of Maharashtra Government**

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

The screenshot displays the 'Tenders Maharashtra' portal. The header includes the logo and navigation links. The main content area features a 'Welcome to eProcurement System' message and sections for 'Latest Tenders' and 'Latest Corrigendums'. On the left, there is a sidebar with various menu items. On the right, there is a sidebar with links for 'Click here to Login', 'Online Bidder Enrollment', 'Generate / Forgot Password?', 'Find My Nodal Officer', 'Tender Search', 'Advanced Search', and a list of resources including 'Help For Contractors', 'Information About DSC', 'Guidelines for Hassle Free Bid Submission', 'FAQ', 'Feedback', and 'Bidders Manual Kit'. The 'Bidders Manual Kit' link is highlighted with a blue box.

**Tenders Maharashtra**  
The Maharashtra Govt Tenders Information System

11-Oct-2023 Search | Active Tenders | Tenders by Closing Date | Corrigendum | Results of Tenders Home Contact Us SiteMap

ed issues, kindly send an email with Bank Reference Number to this email ID merchant@sbi.co.in for clarifications.

MIS Reports  
Tenders by Location  
Tenders by Organisation  
Tenders by Classification  
Tenders in Archive  
Tenders Status  
Cancelled/Retendered  
Downloads  
Debarment List  
Announcements  
Recognitions  
Site compatibility

**Welcome to eProcurement System**  
The eProcurement System of Maharashtra enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.

**Latest Tenders**

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

Latest Tenders updates every 15 mins. [More...](#)

**Latest Corrigendums**

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

Latest Corrigendum updates every 15 mins. [More...](#)

[Click here to Login](#)

Online Bidder Enrollment  
Generate / Forgot Password?  
Find My Nodal Officer

Search with ID/Title/Reference no

**Tender Search**  
 [Go](#)  
Advanced Search

Help For Contractors  
Information About DSC  
Guidelines for Hassle Free Bid Submission  
FAQ  
Feedback  
**Bidders Manual Kit**

Certifying Agency

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

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

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



**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](http://www.metro railnagpur.com)**



**SECTION-III: Evaluation & Qualification Criteria**

1. This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with [ITB 35](#) and [ITB 37](#), no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in [Section IV](#), Bidding Forms.
2. The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite qualification criteria prescribed as under.
3. Bidders shall not have a conflict of interest. The Bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:
  - (a) Submit more than one tender for the work.
  - (b) If Bidders in two different tenders have controlling shareholders in common.
  - (c) If Bidders have common partner/s
  - (d) If Bidders having any family relation with the any employee of MAHA-METRO.
4. Tender from Joint Ventures/Consortiums of firms is not allowed.

**2. Qualification**

Sr. No.	Subject	Requirement	Single Entity	Documentation
1	<b>Eligibility</b>			
1.1	<b>Nationality</b>	Only Indian bidders are eligible to participate	Must meet requirement	Form-13
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Form-1 (Letter of Bid)
1.3	<b>Agency Eligibility</b>	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	Form-3
1.4	<b>Government Owned Entity of the Borrower country</b>	Meet conditions of ITB 4.3	Must meet requirement	Form-3
1.5	<b>Blacklisting</b>	The Tenderer must not have been blacklisted or deregistered on the last date of the submission of the bid.	Must meet requirement	Form-3
2.0	<b>Historical Contract Non-Performance</b>			
2.1	<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor's default in the past five (5) years.	Must meet requirement <sup>2</sup>	Form-15

**Note:** <sup>1</sup>Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. Descoping/omission of scope of works from the original contract which is not challenged by the contractor shall be treated as non-performing contract.

<sup>2</sup>This requirement also applies to contracts executed by the Bidder as JV member.

Sr. No.	Subject	Requirement	Single Entity	Documentation
2.2	<b>Suspension Based on absence of Bid Security</b>	Not under suspension based on absence of a Bid Security pursuant to ITB 4.4 or withdrawal of a Bid pursuant to ITB 19.9.	Must meet requirement	Form-1

Sr. No.	Subject	Requirement	Single Entity	Documentation
2.3	<b>Pending Litigation</b>	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant.	Must meet requirement	Form-15
<b>3.0</b>	<b>Financial Situation and Performance</b>			
3.1 (a)	<b>Financial Capabilities (cash flow)</b>	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>INR 47 Lakhs</b> for the subject contract.	Must meet requirement	Form-18
3.1 (b)	<b>Bid Capacity</b>	<p>Evaluation of Bid Capacity: -</p> <p>The Bidders will be qualified only if their available bid capacity is more than Rs 8.40 crores.</p> <p>Available bid capacity will be calculated based on the following formula:</p> <p><b>Available Bid Capacity= 2xAxN – B</b></p> <p>Where,</p> <p>A = Maximum of the value of works executed in any one year during the last 05 (five) financial years reckoned up to <b>31<sup>st</sup> March'2023</b></p> <p>(Updated to price level of 31 March 2023 assuming 5% (for INR portion) and 2% (for foreign currency portion) inflation per year compounded annually) (Form-17)</p> <p>N = Number of years prescribed for completion of the proposed work</p> <p>B = Value of existing commitments as on first day of the month of this Bid submission i.e. for on-going works during completion period of proposed work. Proportionate value will be taken if it falls during the financial year. (Form-19)</p> <p><b>Note:</b> <b>A certificate issued from statutory auditor certifying A and B value must be enclosed with the Technical bid. The certificate must be with UDIN.</b></p>	Must meet requirement	Form-17 & Form-19

Sr. No.	Subject	Requirement	Single Entity	Documentation
3.1 (c)	<b>Net Worth</b>	<b>Net worth of bidder ending 31st March 2023 should be 2.8 Crores.</b>  <b>Note:</b> 1. Statutory Auditor's certified is required to be enclosed with bid. The certificates must be with UDIN.	Must meet requirement	Form-16
3.1 (d)	<b>Net Profit</b>	Summary sheet of audited balance sheets for the last <b>5 (five) years FY 2018-19, 19-20, 20-21, 21-22 and 22-23</b> shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.  The Bidder Must have made <b>Net Profit before tax</b> during any two of the last 5 financial years i.e. <b>FY 2018-19, 19-20, 20-21, 21-22 and 22-23</b>  <b>Note:</b> 1. Statutory Auditor's certified summary sheet of each year need to be enclosed with bid. The certificates must be with UDIN. 2. Copy of audited balance sheets also need to be submitted along with the bid.	Must meet requirement	Form-16
3.2	<b>Average Annual Turnover</b>	Average annual financial turnover of the bidders during the last three years ending 31 <sup>st</sup> March of the previous financial year should be at least INR 5.6 Crores.  <b>Note: -</b> Last three years shall be <b>(20-21, 21-22 &amp; 22-23)</b>	Must meet requirement	Form-17
<b>4.0</b>	<b>Experience</b>			
4.1	<b>General work Experience</b>	The Tenderers will be qualified only if they have completed work for Comprehensive Annual Maintenance Contract (CAMC) / Managed Services Contract in the role of prime contractor/ subcontractor /JV member reckoned from the last day of the month previous to the one in which the latest date of bid submission falls.	Last 7 years	Form-20

Sr. No.	Subject	Requirement	Single Entity	Documentation
4.2 (a)	<b>Specific IT Works &amp; Contract Management Experience</b>	<p>A minimum of *Similar Work contracts specified below that have been satisfactorily executed 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 bid submission falls.</p> <p>(i) Should have executed *Similar work amounting to not less than Rs. 6.7 Crore in a Single contract.</p> <p>OR</p> <p>(ii) Should have executed *Similar work amounting to not less than Rs. 4.2 Crores in each of Two contracts.</p> <p>OR</p> <p>(iii) Should have executed *Similar work amounting to not less than Rs. 3.4 Crores in each of three contracts.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><b>*Similar work:</b> Similar works for this contract shall be the work of services of IT hardware/system software including maintenance work for Metro/ Mass Rapid Transit System/ Railway/ Airport/ Govt. Offices/ PSU's in India/ listed Companies in BSE/NSE.</li> <li>Client certificate should clearly mention date of completion of work.</li> <li>Work done/ performance certificate of ongoing work shall also be considered for qualification, subject to satisfying to clause (4.2)(a) (i) or (ii) or (iii), as the case may be.</li> </ol>	Must meet requirement	Form-21
4.2 (b)	Quality Management Qualification Criteria	<ol style="list-style-type: none"> <li>The Bidder must have quality Management Certificate ISO: 9001:2015 or equivalent.</li> <li>Information Security Management ISO / IEC 27001:2013 or 2022</li> <li>IT Service Management System ISO/IEC 20001-1:2018</li> </ol>	Must meet requirement	Copy of Relevant Certificates shall be submitted with the bid.

Sr. No.	Subject	Requirement	Single Entity	Documentation
4.2 (c)	OEM MAF	Documentary evidence's such as Manufacturers Authorization Form (MAF) from HP, Dell, Fortinet, Suse Linux for Hardware OEMs whose products are to be maintained for this bid.	Must meet requirement	Copy of Relevant Certificates shall be submitted with the bid.

### 3. Special Notes:

- i. During evaluation of this bid, if the bidder has already been awarded any other packages of Nagpur Metro Rail Project, then the bidder
  - a. has to demonstrate that he aggregately (combining present tender & previously awarded tender) satisfies criteria mentioned in 3.1(a) &
  - b. 3.1(b) for this tender.
- ii. Full (100%) experience for previous works of the JV shall be considered, if the claiming member of the JV has at least 60% share in previous consortium/ JV for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to the
  - a. percentage share of participation in the previous JV shall be considered.
- iii. If any member has less than 20% share in previous JV/consortium, his experience shall be considered as non-substantial member and shall not be considered for evaluation.
- iv. The mentioned experience must be supported by duly signed and stamped certificate from the employer. Bidder shall submit the contact details of issuing authority of the certificates for verification.
- v. In case the work is executed for Public Ltd. Company listed in Stock Exchange in India or Abroad, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S. certificate for all payments received and copy of final/last bill paid by client shall also be submitted.

# Maharashtra Metro Rail Corporation Limited

(NAGPUR METRO RAIL PROJECT)

## BID DOCUMENTS FOR

**Name of work:-**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

**PART 1: BIDDING PROCEDURE  
SECTION IV: BIDDING 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](http://www.metro railnagpur.com)**

**Section IV. Bidding Forms**  
**Table of Forms**

Sr. No.	Form No.	Name of
01.	Form No.1	Letter of Bid
02.	Form No.2	Pro-Forma Letter of Participation from Each Partner of Joint Venture /Consortium
03.	Form No.3	Statement of Integrity, Eligibility and Social and Environmental Responsibility
04.	Form No.4	Organization Chart & deployment of staff <i>(Not Applicable to this tender)</i>
05.	Form No.5	Method Statement
06.	Form No.6	Work Program
07.	Form No.7	Certificate of compliance
08.	Form No.8	Deployment of machinery/equipments/systems <i>(Not Applicable to this tender)</i>
09	Form No.9	Quality Assurance plan
10	Form No.10	Outline safety assurance plan
11	Form No.11	Outline Safety, Health and Environmental Plan
12	Form No.12	Outline Project Management Plan
13	Form No.13	Bidder's information
14	Form No.14	Bidder's JV/Consortium information
15	Form No.15	Historical contract non-performance, pending litigations and litigation
16	Form No.16	Financial situation and performance
17	Form No.17	Average annual turnover
18	Form No.18	Financial resources
19	Form No.19	Current contract commitments/work in progress
20	Form No.20	General experience
21	Form No.21	Specific Similar work and contract management experience
22	Form No.22	Form of bid security
23	Form No.23	Form of joint bidding agreement
24	FormNo.24	Form of Legal capacity/power of attorney
25	Form No.25	Letter of undertaking regarding confidentiality of bid information
26	Form no.26	Undertaking for downloading of bid documents
27	Form No.27	Form of Certificate confirming submission of all documents of Financial
28	Form No.28	Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda
29	Form No.29	Form of Declaration for non-engagement of any agent, middleman or intermediary
30	Form No.30	Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal
31	Form No.31	Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due
32	Form No.32	Undertaking for obtaining registrations under various fiscal and labour laws
33	Form No.33	Declaration of undertaking
34	Form No. 34	Bid Securing Declaration
35	Form No. 35	Power of Attorney of Sole / Single Bidder
36	Form No. 36	Declaration of bidder as a signatory of Proprietorship firm
37	Form No. 37	Bid Index



**Form-1****Letter of Bid**

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

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

To:

**Maharashtra Metro Rail Corporation Limited**

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

**Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;
- (b) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4 or withdrawal of bid pursuant to ITB 19.9.
- (c) We offer to execute in conformity with the Bidding Documents the following Works: ( name of work) \_\_\_\_\_;
- (d) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (f) We do not have a conflict of interest as defined at ITB 4.2;
- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

**Notes:-**

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

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

**Form-2****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, Ramdaspath, 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

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

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

To:

**Maharashtra Metro Rail Corporation Limited, Nagpur**

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

---

<sup>1</sup>In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this ADB / EIB / Agency-financed contract.

<sup>2</sup>In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this ADB / EIB / Agency-financed contract.

- 2.9. have not been banned or blacklisted or debarred, which is in force on the last date of Submission of the Bid,
- A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by:
- a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
- b. any department of Government of Maharashtra
- or
- B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1. being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency and resolved to its satisfaction;
- 3.2. having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency and resolved to its satisfaction;
- 3.3. being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4. Being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5. in the case of a works or goods procurement procedure:
- i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform ADB / EIB / Agency, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1. We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.

- 6.2. We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
- 6.3. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- 6.4. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- 6.5. We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
- 6.6. Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.
- 6.7. We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties,. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
7. We, as well as members of our joint venture and our subcontractors authorise Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency.
8. We are not ineligible to the Agency financing as described in ITB 4.3.

Name:- \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signature:- \_\_\_\_\_

Duly empowered to sign the bid in the name and on behalf of<sup>3</sup>\_\_\_\_\_

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

**Form-4****Organization Chart & Deployment of staff*****(NOT APPLICABLE TO THIS TENDER)***

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

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

S.No.	Name	Qualification	Designation

**Note:**

The above shall be submitted by the bidder in accordance with the clause no.4 of Section-III, (Evaluation & Qualification Criteria), of Part-1 of Bid Document.



**Form-5****Method Statement**  
**(NOT APPLICABLE TO THIS TENDER)**

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 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 Works including materials, material sources and any constraints.
- (d) [Comments on any offshore or waterfront aspects of the Works.]; e.g. schedule of components to be manufactured off-shore and description of plants to be imported etc.
- (e) Comments on logistics and traffic management *[as may be appropriate]*.
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (h) *[Insert other information, as may be appropriate.]*

**Form-6****Works Programme**  
**(NOT APPLICABLE TO THIS TENDER)**

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 mentioned in **Section IX: Annexure-IX- G.**
8. The proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
9. The Bidder should have regard to the possibility, as per Instructions to Bidders that during the bid evaluation period the proposed Works Programme may be developed into a Programme which, in the event of award of the Contract, would be the submission of the Preliminary Works Programme. To facilitate this process the Bidder shall, in the preparation of the proposed Works Programme, take due account of the provisions of Works Requirements in so far as they concern the Works Programme.
10. The proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic in developing the works programme for Construction, EMP works etc.

This narrative statement shall also indicate which elements of the Works, the Bidder intends to carry out off-shore and/or in India with details of the proposed locations of where any such work is

to be carried out, the facilities available and/or proposed to be set up. In particular the Bidder must clearly bring out how major activities (specifically the following) are proposed to be executed and explain his ability to mobilize the required plant, machinery and resources for the same.

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

**Form-7****Certificate of Compliance**

(On Bidder's Letterhead)

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:**

**Form-8****Deployment of Machinery/ Equipment / Systems****(NOT APPLICABLE TO THIS TENDER)**

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

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.				
10.				

**Note:**

1. The above shall be submitted by the bidder in accordance with the clause no.5 of Section-III, (Evaluation & Qualification Criteria), of Part-1 of Bid Document.

**Form-9****Quality Assurance Plan**  
**(NOT APPLICABLE TO THIS TENDER)**

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.

**Form-10****Outline Safety Assurance Plan**  
**(NOT APPLICABLE TO THIS TENDER)**

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.

**Form-11****Outline Safety, Health and Environmental Plan  
(NOT APPLICABLE TO THIS TENDER)**

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

The Bidder shall submit as part of his Bid an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient compliance to the conditions of contract on SHE manual (Refer: Section-XI of Part-3). The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Sub-Clause 4.18 of the GC.

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

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



**Form-12****Outline Project Management Plan**  
***(NOT APPLICABLE TO THIS TENDER)***

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

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

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

The Bidders shall provide a complete staffing schedule and organization chart as required under **clause-5, Section-III of Part-1 of Bid Document**.

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

**Form-13****Bidder's Information Form**

Bidder's Name:- \_\_\_\_\_

JV/Consortium member's Name\_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

S.No.	Description	Information
1	<b>a. Bidder's Type</b> <b>b. Bidder's Name (Company Name)</b> <b>c. Legal Status</b>	<i>(Single Entity/JV/Consortium)</i> Bidder Name: <i>(Proprietorship/Partnership/Ltd. Co./Pvt. Ltd. Co.)</i>
2	In case of Joint Venture /Consortium, name of each member & a separate information form for each member shall be filled & enclosed, along with legal status of each member.	
3	Bidder's country of registration: <i>[indicate country of Constitution]</i> <i>And Nationality:</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	
	(a) 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: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Employer</li> </ul>	
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-14**

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

Bidder's Name:- \_\_\_\_\_

JV/Consortium member's Name \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

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

**Form-15****Historical Contract Non-Performance, Pending Litigation and Litigation History**  
**(to be completed by the Bidder and by each member of the Bidder's JV/Consortium)**

Bidder's Name:- \_\_\_\_\_

JV/Consortium member's Name \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract <b>non-performance did not occur</b> since 1 <sup>st</sup> January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, Clause No. 2.1.			
<input type="checkbox"/> Contract(s) <b>not performed as indicated below</b> since 1 <sup>st</sup> January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, requirement, Clause No. 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (INR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Clause No.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Clause No. 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (INR)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

**Financial Situation and Performance of Bidder**

Bidder's Name: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Tender Number \_\_\_\_\_

Name of Work \_\_\_\_\_

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

\* See Section \_\_\_\_\_, Evaluation and Qualification Criteria, Clause No. \_\_\_\_\_

(Signature of the Authorised Signatory):

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

**Note:**

- 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.
- 2) Bidder are required to attach Financial Statements of preceding five Financial Year.
- 3) Net Worth (NW) means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditures and misc. expenditures not written- of, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- 4) For all annual financial statements, periods mentioned are ending with 2021-22. In case of ending of financial is Month of December then, annual financial statements shall be ending with financial year 2021.

**Form-17****Average Annual Turnover**

Bidder's Name: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Tender Number \_\_\_\_\_

Name of Work \_\_\_\_\_

Annual turnover data	
Year	Amount (INR)
2022-23	
2021-22	
2020-21	
Average Annual Turnover *	

\* See Section \_\_\_\_\_, Evaluation and Qualification Criteria, Clause No. \_\_\_\_\_

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

**Note:**

- 1) *In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information with valid UDIN.*

**Form-18****Financial Resources**

Bidder's Name: \_\_\_\_\_  
JV Member's Name \_\_\_\_\_  
Tender Number \_\_\_\_\_  
Name of Work \_\_\_\_\_

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

S. No.	Source of Finance	Amount
1		
2		
3		
4		
	Total Financial Resources	

(Signature of the Authorised Signatory)  
(Name and designation of the Authorised Signatory):  
.....

Seal of Bidder.

**Note:**

- (i) ***In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information.***



## Form-19

**Current Contract Commitments / Works in Progress**

Bidder's Name: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Tender Number \_\_\_\_\_

Name of Work \_\_\_\_\_

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

**Current Contract Commitments**

S.No.	Name of Contract	Employer Name, address, Contact details, Email	Value of Outstanding work	Estimated Completion date	Average monthly invoicing of last six months
1					
2					
3					
4					
5					
6					
	<b>Total</b>				

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

**Note: In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information.**

**Form-20****General Works Experience***(Each Bidder or member of a JV/Consortium must fill this form)*

Bidder's Name: \_\_\_\_\_

JV/CONSORTIUM Member's Name \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

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

\* See Section III Evaluation and Qualification Criteria – Clause No. 4.1

**Note:**

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

**Form-21****Specific Similar Works and Contract Management Experience***(Each Bidder or member of a JV/CONSORTIUM must fill this form)*

Bidder's Name: \_\_\_\_\_

JV/CONSORTIUM Member's Name \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

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

\* See Section III Evaluation and Qualification Criteria – Clause No. 4.2(a)

**Note:-**

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

**Specific Similar Works and Contract Management Experience (continue.)**

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

**Notes:**

1. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
2. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.
3. Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

**Form-22**

(If applicable)

**Form of Bid Security****(Demand Guarantee)**

Date: \_\_\_\_\_

BID GUARANTEE No.: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Tender No:- \_\_\_\_\_

Guarantor: \_\_\_\_\_

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably 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 \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document without needing to prove or show grounds for such demand accompanying or identifying the demand, stating that either the Applicant:

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

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

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

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

[signature(s)]

**Form 23****Form of Joint Bidding Agreement**  
(JV/ Consortium Agreement)

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page 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: ..... Name: .....  
Designation: ..... Designation: .....  
Place: .....  
Date: .....

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:

.....  
(Signature of authorized  
representative)

Name:

Designation:

WITNESS

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: .....

**Form 24****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, 1956, passed the following Resolution:

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

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

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

Signature and stamp of Company Secretary / Managing Director/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 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**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, 1956, passed the following Resolution:

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

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **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 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

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

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (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, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **JV/Consortium** Agreement as per the format annexed to the aforesaid Bidding Documents with \_\_\_\_\_ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize \_\_\_\_\_ (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 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 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**(D) Power of Attorney to be provided by each of the Members of the 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).

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

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per 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.

**Form-26****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.



**Form-27****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.

**Form-28****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.

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

Bidder's Name: \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

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

**SIGNATURE OF THE BIDDER**

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

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

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.

**Form No.31****Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due**

(To be submitted on Bidder's Letterhead)

Dated:.....

**Letter of Undertaking**

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

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

(To be submitted on Bidder's Letterhead)

Dated:.....

**Letter of Undertaking**

Bidder's Name: \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

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

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

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

Signed.....

For on behalf of  
(Name of Bidder / Consortium)

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

**Form No.33****Declaration of Undertaking**

Bidder's Name: \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding \*\*Guidelines- 6. We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country). We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). We also declare that our company/all members of the Consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the Consortium will immediately inform the client and ADB/ EIB/ Agency if this situation should occur at a later stage.

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

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

(Name of company) .....

(Signature(s))

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

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

**Form-34****Bid Securing Declaration**

**[Applicable if EMD/ Bid Security exemption is availed by Bidder as per BDS/ ITB Clause No. 19.1]**

Dt.

Bidder's Name:- \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

To,

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

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of **05 (Five) Years** starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

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

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

**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] . . . . .

*Note: Relevant Copy of certificate of MSME registration shall be enclosed by bidder*



**Format-35****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).

**Form No. 36****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 &amp; Seal of Notary Public

**Note:**

1. The above declaration shall be notarized by notary public

**Form No.-37****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.

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

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

**PART 1: BIDDING PROCEDURE**

**SECTION V: ELIGIBILITY CRITERIA AND SOCIAL  
AND ENVIRONMENTAL RESPONSIBILITY**



**Maharashtra Metro Rail Corporation Limited**

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

**Dikshabhoomi, Ramdaspath, Nagpur-440010,**

**Maharashtra, INDIA**

**Website: [www.metroinagpur.com](http://www.metroinagpur.com)**

**Section-V: Eligibility Criteria and Social and Environmental Responsibility**

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

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

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

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**TENDER NO. N2-029/IT(R)-02/2024**

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



**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](http://www.metro railnagpur.com)**



## Section VI. Agency Policy - Corrupt and Fraudulent Practices

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

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

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

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

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

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

(a) Corruption of a public officer means:

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

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

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

0

## (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.

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

**BID DOCUMENTS  
FOR**

**Name of work: -**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**Tender No. N2-029/IT(R)-02/2024**

**PART-2: WORKS REQUIREMENTS**



**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](http://www.metro railnagpur.com)**

## **Table of Contents**

### **Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
	Annexure II-A Tool Kit for e-tender
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

### **Part-2 - Work Requirement**

Section-VII	Employer's (Works) Requirements
-------------	---------------------------------

### **Part- 3 - Conditions of the Contract and Contract Forms**

Section VIII	General Conditions (GC)
Section IX	Special Conditions (PC)
Section X	Contract Forms
Section XI	SHE Manual (or Conditions of Contract on SHE requirements)

### **PART- 4 - Financial Bid & Bill of Quantities**

Section XII	Preamble
	Bill of Quantities

**Part-2: Section-VII Employer's (Work) Requirement**

Following is the detailed list of activities / services to be undertaken / provided by the successful bidder under this Contact:

**1 IT infra (Data Centre Support & Management)**

- 1.1 Monitor all software and hardware products and ensure compliance to Data Centre standards and systems.
- 1.2 Extremely close management of Incidents, Problem tickets and Change Controls in a complex data Centre environment to reduce risk and utilize safe times for repair and change.
- 1.3 Troubleshoot the issues and outages, security through access controls, backups and firewalls, Upgrade/ patching of systems with new releases as when required.
- 1.4 Monitor server's OS, hardware & coordinate with OEM, Updating OS security Patches and firmware.
- 1.5 All storage, SAN Switch, firewall AMC inventory & coordinate with OEMs for Updating the Services pack and security patches.
- 1.6 Management of VMware Virtualization console and HP Blade servers.
- 1.7 Management & reporting of system security (e.g. intrusion detection systems) and data backup/recovery.
- 1.8 All equipment software's version update and resource monitoring report.

**2 Server Maintenance & Monitoring**

- 2.1 Bidder will perform Monitor Microsoft Servers/Suse/Redhat/Linux server performance, run routine server diagnostic tests, and monitor system backups, and cluster failovers.
- 2.2 Configuration, support and administration of MS -Exchange 2016 server, Active Directory, Windows Server 2016 Datacentre, Rapid Recovery Backup, and Microsoft SharePoint technologies.
- 2.3 Create user accounts and mailboxes, AD & Perform mailbox moves and restores.
- 2.4 Analyses technical problems and provide the solutions.
- 2.5 Monitor and track all incidents and troubleshooting the issues and problem management process.
- 2.6 Installation, configure and troubleshoot Active Directory and DNS for Active Directory, as well as Group Policy and Active Directory Security solutions.
- 2.7 Monitor, and maintain Active Directory DC, Schema, OU design, AD replication topology, and DC backup/restore procedures.
- 2.8 Perform Active Directory Services administration and management to include design, clean-up and routine maintenance and configuration.
- 2.9 Monitoring System Performance, Replication, Vendor Hot Fixes, Scheduled Initialization, Systems Auditing, Replication Maintenance, event logs, DNS Management and Security.
- 2.10 Provide technical support for Windows Server-based LAN & WANs, and other data communications systems.
- 2.11 Manage virtualization technologies including VMware vSphere, Microsoft Hyper-V and maintain V Centre Orchestrator automated workflows.

- 2.12 VMware installations, patching and upgrades and maintains them in accordance with Maha-Metro SLA 99.99% uptime.
- 2.13 Monitors NAS & SAN device/application performance events & alerts to identify incident.
- 2.14 Monitor the application disk/storage Space management & Data availability services, Storage subsystem performance tuning, reporting to Maha-Metro.
- 2.15 The successful bidder should submit the report for all error, failure & Notifications as & when required by Maha-Metro including: Alerts in an application, such as, Performance Monitor, and other monitoring applications, E-mail messages, Instant Messenger messages, Netsend dialog boxes that appear on an IT administrator's screen.

### **3 Data Centre Managed Services:**

#### **3.1 Data Centre Managed Services:**

- 3.1.1 Daily/ weekly /monthly checking events logs and take corrective action, Updating OS and security patches, Monitoring the disc space and increase the storage size of the servers.
- 3.1.2 Installation, configuration, and maintenance of exiting & New servers. and also responsible for ensuring servers are upgraded with the latest software and security patches to optimize performance and minimize downtime.
- 3.1.3 Responsibilities include safeguarding the organization's digital infrastructure from potential threats and vulnerabilities, ensuring seamless operations, and providing, SysAdmins will implement and manage robust firewalls and antivirus policy.
- 3.1.4 Run regular data check-ups including creating, deleting, and maintaining user accounts within the network to ensure protection of the organization's systems and sensitive data.
- 3.1.5 SSL certificate should be provided by bidder for 15 servers for 36 months from the date of issuing LOA
- 3.1.6 The bidder should responsible for the servers of Maha-Metro. This individual ensure on daily basis events logs and according take action, update with OS and security patches, monitor requirements relate to disc storage like increasing the space. Review all drives as per requirement.

#### **3.2 Active Directory(AD)**

The bidder should be responsible for following terms

- 3.2.1 Troubleshoot and resolve Active Directory, GPO, Active Directory Federated Services, and password/identity management systems.
- 3.2.2 Strong understanding of architecting and configuring Microsoft Windows OS technology including AD Forests, Domains, Trusts, DNS, DHCP, Group Policy and Organizational Units.
- 3.2.3 The bidder should be responsible of Develop and maintain AD user's creation for share folder, checking replication from AD server to all Domain Controller, checking event logs and user accounts.

### **3.3 Microsoft Exchange 2016 Enterprise**

The bidder should be responsible for following terms.

- 3.3.1 Configure, maintain, Design Microsoft Exchange 2016 infrastructure, Maintain, configure and troubleshoot DAG's within a geographically dispersed environment Proactively monitor and troubleshoot Exchange.
- 3.3.2 Provide strategy for management of user mailboxes and database allocation. Define, configure, and troubleshoot all aspects of Exchange message transport.
- 3.3.3 Configure and troubleshoot all aspects of Exchange DNS: auto discover, MX, SPF and PTR, Interface with Active Directory (AD), storage, and back and restore staff
- 3.3.4 Install and upgrade Microsoft Operating Systems (Windows Server 2012R2 / Server 2016). Ensure backup/restore for the Exchange infrastructure is working properly.

The bidder should be responsible for overall management and maintenance of Mail Service at MAHA-METRO. It includes Mail (Send Mail, Squirrel Mail), Proxy. The bidder should be responsible and keeping back-up of all mail data and should also be capable of retrieving the same at the hour of need. The key elements of exchange are creating Email ID and reset the password for user, activation and deactivation of Email ID, track and update event and backlogs, monitor performance, also aware about disk drive space, test or update mail flow, up to date back up of the Exchange server.

### **3.4 Forti-Mail**

The bidder should be responsible for following terms.

- 3.4.1 A robust set of capabilities for data loss prevention and email encryption safely deliver sensitive emails and protect against the inadvertent loss of data.
- 3.4.2 Phishing, Spear-phishing, Whale phishing, Malicious Attachments and URLs, Ransomware, Zero-day Threats, Impersonation and Business Email Compromise (BEC).

The bidder should be responsible for Operating fortimail Management like block and white listed domains, monitoring incoming mails and logs, as well as maintain and troubleshooting related to desktop, printer and scanner locations.

### **3.5 Backup and Restoration of data**

The bidder should be responsible for following terms.



- 3.5.1 Monitoring Quest Backup Server Repository Space and Check Quest Server Updates
- 3.5.2 Monitoring Exchange log truncation, Exchange and AD server scheduled backup job.
- 3.5.3 Regular Server restoration activity for Backup servers.

The bidder should be responsible for monitoring all activities related backup and restore like check quest server updates, exchange log truncation, check AD server backup, exchange server backup, V centre server backup.

### **3.6 Antivirus server & application**

The bidder should be responsible for following terms.

- 3.6.1 Antivirus installation in client desktop, Check Updates for Bitdefender server.
- 3.6.2 Configuring and supporting security tools such as anti-virus software and patch management systems, Monitoring Logs and Events of servers and Bitdefender application.
- 3.6.3 Reports of anti-malware, Update status of Client PC's. and Bitdefender scheduled Task and Check User Activity from Dashboard.

Key responsibilities of bidder is to keep company's security system up and running. Its include update the Bitdefender server, check logs and events, maintain reports of anti-malware, updates the of Client PC's.

### **3.7 VMware Virtualization**

The bidder should be responsible for following activities.

- 3.7.1 Computing Plan, builds, configures, installs, monitors and supports the physical and virtual server environment, including various platforms and vendors for the entire school district
- 3.7.2 Bidder should Perform Exsi Hosts and Virtual Machines migration in Production Environment and across Datacentres.

The bidder should be responsible for manages and monitors virtualization clusters and different hardware layers to support the product environment. The role requires knowledge in different infrastructure area like network storage virtualization, window and Linux to coordinate task. Uses and manages virtualization software such as VMware, and vSphere, install new application and helps configure them including web server, OS, and infrastructure components.

### **3.8 Storage (Dell & HP)**

The bidder should be responsible for following activities.

- 3.8.1 Install, configure as well as maintain storage hardware backup inclusive of physical plus virtual tape libraries or drives along with disk storage targets.
- 3.8.2 Ensure to install, configure software on Suse / Linux as well as Windows systems.
- 3.8.3 Perform the installation, configuration and managing SAN devices and fiber switches.

The bidder should be responsible for Monitoring all activities related to DAKC SAN storage.

**3.9 Network management & Monitoring**

The bidder should be responsible for following terms.

- 3.9.1 Daily checking of all the network links connectivity across all site offices, Metro Bhavan and stations, depot and reporting Maha-Metro IT department.
- 3.9.2 Coordinating with the vendors & Following up for link down or fluctuations and took necessary actions for having stable network.
- 3.9.3 Monitoring Firewall alerts from both DAKC (Navi Mumbai) and Metro Bhavan Nagpur firewalls and corrective measures should be taken.
- 3.9.4 MAC ID registration in Wi-Fi controller.
- 3.9.5 Updating Network devices firmware and OS.
- 3.9.6 Design and implement network configurations, troubleshoot performance issue, monitor the network and configure security system such as firewalls.

**3.10 Desktop support services**

Troubleshooting and maintains of desktop, laptop, printers, scanners and other IT devices of all the locations.

#### 4 Hardware & tools Inventory Details:

##### 4.1 Annexure A

S/No.	Hardware Make	Hardware Type	Model	Serial Number	Purchase date	Qty.
1	HP	Switch	HPE 5900AF 48XG 4QSFP+ Switch	CN61FHC0BQ	23-08-2016	1
2	HP	Switch	HPE 5900AF 48XG 4QSFP+ Switch	CN62FHC0MM	23-08-2016	1
3	HP	Enclosures C7000	BLc7000 CTO 3 IN LCD Plat Enclosure	SGH629V09J	25-07-2016	1
4	HP	Enclosures C7000	BLc7000 CTO 3 IN LCD Plat Enclosure	SGH629V09H	25-07-2016	1
5	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0SC	24-07-2016	1
6	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0S6	24-07-2016	1
7	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0S2	24-07-2016	1
8	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0S0	24-07-2016	1
9	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0TA	21-07-2016	1
10	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0T8	21-07-2016	1
11	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0T4	21-07-2016	1
12	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0T6	21-07-2016	1
13	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0TC	21-07-2016	1
14	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629VBE9	21-07-2016	1
15	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629VBEB	21-07-2016	1
16	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0SA	24-07-2016	1
17	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0S4	24-07-2016	1
18	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0RX	24-07-2016	1
19	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0S8	24-07-2016	1
20	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0VD	21-07-2016	1
21	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0VB	21-07-2016	1
22	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0V9	21-07-2016	1
23	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0V5	21-07-2016	1
24	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0V3	21-07-2016	1
25	HP	Blade Server	BL460c Gen9 10Gb/20Gb FLB CTO Blade	SGH629V0V7	21-07-2016	1
26	HP	Rack Mounted Server	HPE DL380 Gen9 8SFF CTO Server	SGH629V0SS	20-07-2016	1
27	HP	Rack Mounted Server	HPE DL380 Gen9 8SFF CTO Server	SGH629VBEN	23-07-2016	1

S/No.	Hardware Make	Hardware Type	Model	Serial Number	Purchase date	Qty.
28	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWDX	21-03-2018	1
29	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWDT	21-03-2018	1
30	HP	Tape Library	MSL6480 Scalable Base Module	DEC6260419	20-09-2016	1
31	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWDL	21-03-2018	1
32	HP	Module (For connect Server with Storage)	BLc VC FlexFabric-20/40 F8 Module	7C9744006T	20-09-2016	1
33	HP	Module (For connect Server with Storage)	BLc VC FlexFabric-20/40 F8 Module	7C9744007M	20-09-2016	1
34	HP	Enclosure	BLc7000 CTO 3 IN LCD Plat Enclosure	SGH811YNEH	23-04-2018	1
35	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YVB2	20-03-2018	1
36	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YVAX	20-03-2018	1
37	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YVB4	20-03-2018	1
38	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YVB6	20-03-2018	1
39	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YVB0	20-03-2018	1
40	HP	System	HPE StoreOnce 3540 24TB System	SGH630CH01	20-09-2016	1
41	HP	Server	HPE DL380 Gen9 8SFF CTO Server	SGH812S195	21-03-2018	1
42	HP	Server	HPE DL380 Gen9 8SFF CTO Server	SGH812S193	21-03-2018	1
43	HP	Switch	HPE SN3000B 24/24 FC Switch	CZC6253YZ8	20-09-2016	1
44	HP	Switch	HPE SN3000B 24/24 FC Switch	CZC6253YZH	20-09-2016	1
45	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWE5	22-03-2018	1
46	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWE7	22-03-2018	1

S/No.	Hardware Make	Hardware Type	Model	Serial Number	Purchase date	Qty.
47	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWEA	22-03-2018	1
48	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWED	22-03-2018	1
49	HP	Blade Server	HPE BL460c G9 E5v4 10/20Gb FLB CTO Blade	SGH811YWEJ	22-03-2018	1
50	HP	Base	3PAR StoreServ 8400 2N Fld Int Base	SGH630WC58	20-09-2016	1
51	HP	SAS Drive Enclosure	3PAR 8000 SFF(2.5in) Fld Int Drv Encl	EEFFDA1KD3100A		1
52	HP	SAS Drive Enclosure	3PAR 8000 SFF (2.5in) Fld Int Drv Encl	EEFFDA1KD31009		1
53	HP	SAS Drive Enclosure	3PAR 8000 SFF(2.5in) Fld Int Drv Encl	EEFFDA1KD3100I		1
54	HP	Storage	3 PAR Store Serv SPS Service Processor	SGH6300PFQ	20-09-2016	1
<b>Total Quantity</b>						<b>54</b>

**4.2 Annexure B**

S/No.	Description	Part #	Qty
1	SUSE Linux Enterprise Server for SAP Applications, x86-64, 1-2 Sockets or 1-2 Virtual Machines, Priority Subscription.	874-006905	2
2	SUSE Linux Enterprise Server for SAP Applications with Live Patching, x86-64, 1-2 Sockets with Unlimited Virtual Machines, Priority Subscription.	874-007951	5
<b>Total Quantity</b>			<b>7</b>

**4.3 Annexure C**

S/No.	Instance Number	Contract Number	SnS SKU	Product SKU Description	Quantity
1	188321172	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
2	188321203	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
3	188321520	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
4	188321513	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
5	212289862	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
6	188321504	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
7	212289872	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
8	188321175	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
9	188321517	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
10	212289811	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
11	212289828	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
12	212289802	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1

S/No.	Instance Number	Contract Number	SnS SKU	Product SKU Description	Quantity
13	188321530	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
14	212289858	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
15	188321180	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
16	212289823	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
17	212289855	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
18	188321167	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
19	188321537	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
20	188321527	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
21	212289851	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
22	188321162	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
23	188321178	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
24	212289815	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
25	212289847	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
26	188321187	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
27	188321183	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
28	188321519	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
29	212289809	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
30	212289876	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
31	188321189	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
32	188321514	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
33	212289844	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
34	212289832	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
35	188321463	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1

S/No.	Instance Number	Contract Number	SnS SKU	Product SKU Description	Quantity
36	188321511	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
37	188321197	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
38	188321169	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
39	188321508	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
40	212289868	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
41	212289837	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
42	188321201	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
43	188321460	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
44	188321192	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
45	188321532	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
46	188321502	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
47	188321507	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
48	188321194	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
49	188321177	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
50	188321523	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
51	187741602	462115822	VCS7-STD-PSUB-C	VMware v Centre Server 7 Standard for vSphere 7 (Per Instance)	1
52	212289840	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
53	212289819	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
54	188321499	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
55	212289865	470410132	VS8-EPL-PSUB-C	VMware vSphere 8 Enterprise Plus for 1 processor	1
56	188321535	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
57	188321199	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
58	188321525	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1



S/No.	Instance Number	Contract Number	SnS SKU	Product SKU Description	Quantity
59	188321185	462115819	VS7-EPL-PSUB-C	VMware vSphere 7 Enterprise Plus for 1 processor	1
<b>Total Quantity</b>					<b>59</b>

#### 4.4 Annexure E

S/No.	Hardware Make	Hardware type	Model	Serial No.	Purchase date	Quantity
1	Fortinet	Unified Threat Management (UTM) DAKC	100F	FG100FTK22003805	26-05-2023	1
2				FG100FTK21040898	26-05-2023	1
Total Quantity						2

#### 4.5 Annexure F

S/No.	Hardware Make	Hardware Type	Model	Serial Number	Purchase date	Quantity
1	Dell	PowerEdge R730 Server	R730	7HTHZL2	27-10-2017	1
2	Dell	PowerEdge R730 Server	R730	7HRFZL2	27-10-2017	1
3	Dell	PowerEdge R730 Server	R730	7HRLZL2	27-10-2017	1
4	Dell	SAN Switch (DAKC)	Brocade 300	9VC0T72	11-11-2020	1
5	Dell	SAN Switch (DAKC)	Brocade 300		11-11-2020	1
6	Dell	Dell1300	Dell 1300	4RGQHK2	10-11-2017	1
7	Dell	Dell1300	Dell 1300	4RFQHK2	10-11-2017	1
8	Dell	SAN Storage dakc	SCV2020	H0XTZL2	09-11-2017	1
9	Dell	Dell1300	Dell 1300	CW4L0M2	04-11-2017	1
10	Dell	Dell R430 server	R430	7Y0PY03	12-12-2019	1
11	Dell	Dell R430 server	R430	6Y0PY03	12-12-2019	1

S/No.	Hardware Make	Hardware Type	Model	Serial Number	Purchase date	Quantity
12	Dell	SAN Storage	ME4024	2DF3R13	22.12.2019	1
<b>Total Quantity</b>						<b>12</b>

Note: Successful bidder should provide the All above hardware & software mentioned in all annexure CAMC is required for 36 Months from expiry date of respective OEM.

## 5 Onsite Resource Requirement

S/No.	Resource Category	Qty	Experience (Years)	Qualification	Job Responsibility
1	<b>System Administrator</b>	1	8-10	B.E, B.Tech, B.Sc. (CS,IT)	a. Perform daily Server monitoring, verifying the availability of all hardware, server resources, systems and reviewing system and application logs, and verifying completion of scheduled jobs such as backups. b. Configuration, support and administration of Exchange 2016, Active Directory, Windows Server 2016 Data Centre, Rapid Recovery Backup, and Microsoft SharePoint technologies. c. Manage network servers and technology tools, Set up accounts and workstations d. Schedules and perform VMware installations, patching and upgrades and maintains accordance with established Maha-Metro SLA and procedures. e. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures. f. Install and upgrade computer components and software, manage virtual servers, and integrate automation processes. g. Upgrade/ patching of systems with new releases and models time to time. h. managing Microsoft Active Directory in the enterprise, including creating bulk user accounts, deleting and modifying user accounts, setting up e-mail, home directories.

S/No.	Resource Category	Qty	Experience (Years)	Qualification	Job Responsibility
					i. Monitors, escalates, and troubleshoot NAS & SAN device/application {access, performance, events} alerts to identify/ potential incident. j. Perform Space management services, Data availability services, Storage subsystem performance tuning. k. Provide technical support for the development, implementation, and maintenance of Windows Server-based LANs, WANs, and other data communications systems. l. He/She Perform job assigned by Maha-Metro IT department
2	Network Engineer	1	6-8	B.E, B.Tech, B.Sc. (CS,IT)	a. Configure and install various network devices and services (e.g., routers, switches, firewalls, load balancers, VPN, QoS) b. Perform network maintenance and system upgrades including service packs, patches, hot fixes and security configurations c. Monitor performance and ensure system availability and reliability. d. Monitor system resource utilization, trending, and capacity planning. e. Provide Level-2/3 support and troubleshooting to resolve issues. f. Work within established configuration and change management policies to ensure awareness, approval and success of changes made to the network infrastructure. g. Select and implement security tools, policies, and procedures in conjunction with the company's security team. h. Liaise with vendors and other IT personnel for problem resolution. i. He/She Perform job assigned by Maha-Metro IT department.
3	Technical Support Executive	1	2-4	Any Science Graduate	a. Ensuring that various types of information are communicated to users through the appropriate channel(s). Ensuring user queries or issues are captured, validated, and triaged for further processing. b. Ensuring improvement of the two previous processes through analysis, reviews, and reporting, as well as through automation, competence building, knowledge sharing and other organizational changes. Address user tickets regarding hardware, software and networking. c. Monitor the performance of a company's desktop infrastructure and provide suggestions to improve efficiency. d. Working knowledge of office automation products and computer peripherals, like printers and scanners.

S/No.	Resource Category	Qty	Experience (Years)	Qualification	Job Responsibility
					<ul style="list-style-type: none"><li>e. Knowledge of network security practices and anti-virus programs.</li><li>f. Ability to perform remote troubleshooting and provide clear instructions.</li><li>g. Excellent problem-solving and multitasking skills.</li><li>h. He/She Perform job assigned by Maha-Metro IT department</li><li>i. Customer-oriented attitude</li><li>j. Hands-on experience with Windows /Outlook/ Mac OS environments</li></ul>

**Note:** The Contractor is required to submit the Curriculum Vitae (CVs) of above candidates for showcasing comprehensive details of applicants for approval before deployment. Maha Metro may conduct interviews for the shortlisted candidates. This interview phase will assess the candidates' suitability, skills, and overall fit for the designated positions.

## 6 Mission Critical Support (Advance-L3):

1. All onsite Manpower should perform a job assigning by Maha Metro IT department, irrespective Projects, Locations etc.
2. Bidder shall maintain Service level agreement (SLA) is 99.99 % up to OS operating system level of all server & hardware installed at DAKC (Navi Mumbai data Centre).
3. Bidder shall responsible for Installation, Commissioning & Configuration of new hardware procured by Maha-Metro as when required.
4. Bidder shall be responsible for Re-structured of the cluster, VMware and software, OS level cluster (Linux/SUZE/ Windows) to reconfigure and rearrange as when required
5. Bidder shall be responsible for creating new cluster for virtualization level for high availability of application with virtual and physical servers.

## 7 Escalation Matrix and Non-Performance Deductions

Whenever the Contractor fails to diagnose/resolve an issue, the following escalation chart shall be used:

- i. This chart shows the time (Contractor Internal Escalation time) beyond which if an issue is not resolved, the incident shall be escalated by the Onsite Resources to the appropriate escalation levels at backend, according to the priority of the incident, to arrange additional resources to resolve the issue.
- ii. The priorities mentioned in the table are indicative only. The actual priorities shall be decided by the core team members based on the urgency and the business impact of a particular issue.

Severity Level	Nature of Issue	Contractor Internal Escalation time	Maximum time limit beyond which non-performance deductions shall be applicable	Non-performance Deductions
Severity 1	End user Handling Support/ Urgent Production System Related Issue etc.	Within 12 Hrs.	24 Hrs.	Rs 1000 Per Instance
Severity 2	Bug fixing/Enhancement / End user Handling Support/ System Related Issue etc.	Within 48 Hrs.	72 Hrs.	Rs 1500 Per Instance
Severity 3	Bug fixing/Enhancement / End user Handling Support/ System Related Issue etc.	Within 72 Hrs.	1 week	Rs 1800 Per Instance
Severity 4	New Hardware & Software Installation	Within 1 week	15 days	Rs 2000 Per Instance

**8 Project Timelines**

S. No.	Project Stage	Timeline
I	Start of The Project	M0 (Date of LOA)
II	Data Center Restructuring, Migration, Procurement, Renewal of Licenses & Warranties.	M0 + 15 Days
III	Data Center Manage Support Services	M0 to 36 Months

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

**BID DOCUMENTS**

**FOR**

**Name of work:**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**Tender No. N2-029/IT(R)-02/2024**

**PART 3:  
CONDITIONS OF CONTRACT AND 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](http://www.metro railnagpur.com)**

**Table of Contents****Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
Annexure II-A	Tool Kit for e-tender
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

**Part-2 - Work Requirement**

Section-VII	Employer's (Works) Requirements
-------------	---------------------------------

**Part- 3 - Conditions of the Contract and Contract Forms**

Section VIII	General Conditions (GC)
Section IX	Special Conditions (SC)
Section X	Contract Forms
Section XI	SHE Manual (or Conditions of Contract on SHE requirements)

**PART- 4 - Financial Bid & Bill of Quantities**

Section XII	Preamble
	Bill of Quantities



**Contents of Part-3**

	<b>PART 3: Conditions of Contract and Contract Forms</b>
1	Section VIII – General Condition (GC)
2	Section IX – Special Condition (SC)
3	Section X - Contract Forms
4	Section XI - SHE Manual (or Conditions of Contract on SHE requirements)

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

**Name of work:-**

**Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.**

**Tender No. N2-029/IT(R)-02/2024**

**Part-3: Conditions of Contract and Contract Forms  
Section –VIII: General Conditions of Contract (GC)**



**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](http://www.metro railnagpur.com)

**A. GENERAL CONDITIONS OF CONTRACT**

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “<b>Applicable law</b>” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p><b>(b) DELETED</b></p> <p>(c) “<b>Employer</b>” means the implementing agency that signs the Contract for the Services with the Selected Contractor.</p> <p>(d) “<b>Contractor</b>” means a legally-established professional consulting firm or entity selected by the Employer to provide the Services under the signed Contract.</p> <p>(e) “<b>Contract</b>” means the legally binding written agreement signed between the Employer and the Contractor and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(f) “<b>Day</b>” means a calendar day unless indicated otherwise.</p> <p>(g) “<b>Effective Date</b>” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(h) “<b>Experts</b>” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor, Sub-Contractor or JV member(s) assigned by the Contractor to perform the Services or any part thereof under the Contract.</p> <p>(i) “<b>Foreign Currency</b>” means any currency other than the currency of the Employer’s country.</p> <p>(j) “<b>GCC</b>” means these General Conditions of Contract.</p> <p>(k) “<b>Government</b>” means the government of the Employer’s country.</p> <p>(l) “<b>Joint Venture (JV)</b>” means an association with or without a legal personality distinct from that of its</p>
----------------	--

	<p>members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.</p> <p>(m) “<b>Key Expert(s)</b>” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Contractor’s proposal.</p> <p>(n) “<b>Local Currency</b>” means the currency of the Employer’s country.</p> <p>(o) “<b>Non-Key Expert(s)</b>” means an individual professional provided by the Contractor or its Sub-Contractor to perform the Services or any part thereof under the Contract.</p> <p>(p) “<b>Party</b>” means the Employer or the Contractor, as the case may be, and “<b>Parties</b>” means both of them.</p> <p>(q) “<b>SCC</b>” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) “<b>Services</b>” means the work to be performed by the Contractor pursuant to this Contract, as described in Section-5 hereto.</p> <p>(s) “<b>Sub-Contractors</b>” means an entity to whom/which the Contractor subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Contractor. The Contractor, subject to this Contract, has the complete charge of the Experts and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.
4. Language	4.1. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language

	for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b>.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b>.</p>
7. Location	7.1. The Services shall be performed at respective offices of Maha-Metro or as directed by the Employer.
8. Authority of Member in Charge	8.1. In case the Contractor is a Joint Venture, the members hereby authorize the lead member specified in the <b>SCC</b> to act on their behalf in exercising all the Contractor's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Contractor may be taken or executed by the officials specified in the <b>SCC</b> .
10. Corrupt and Fraudulent Practices	10.1. The Employer requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in <b>Section VI</b> .

#### B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Contractor instructing the Contractor to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
12. Termination of Contract for Failure	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written

to Become Effective	notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
<b>a. Definition</b>	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure</p>

	to make any payment required hereunder.
<b>b. Non Breach of Contract</b>	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<b>c. Measures to be Taken</b>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Employer, shall either:</p> <ul style="list-style-type: none"> <li>(a) cease its activities and demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, the costs related to the reactivation of the Services; or</li> <li>(b) continue with the Services to the extent reasonably possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</li> </ul> <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 &amp; 49.</p>
<b>18. Suspension</b>	<p>18.1. The Employer may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder</p>

	if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty <b>(30) days</b> after receipt by the Contractor of such notice of suspension.
19. Termination	19. 1 This Contract may be terminated by either Party as per provisions set up below:
a. By the Employer	<p>19.1.1 The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Employer shall give at least thirty <b>(30) days'</b> written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty <b>(60) days'</b> written notice in case of the event referred to in (e); and at least five <b>(5) days'</b> written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</li> <li>(b) If the Contractor becomes (or, if the Contractor consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</li> <li>(d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days;</li> <li>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Contractor fails to confirm availability of Key Experts.</li> </ul> <p>19.1.2 Furthermore, if the Employer determines that the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer is entitled, after giving fourteen (14) days written notice to the Contractor, to terminate the Contractor's employment under the Contract.</p>



<p><b>b. By the Contractor</b></p>	<p>19.1.3 The Contractor may terminate this Contract, by not less than as specified in the <b>SCC'</b> written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Employer of the Contractor's notice specifying such breach.</p>
<p><b>c. Cessation of Rights and Obligations</b></p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.</p>
<p><b>d. Cessation of Services</b></p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Contractor and equipment and materials furnished by the Employer, the Contractor shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<p><b>e. Payment upon Termination</b></p>	<p>19.1.6 Upon termination of this Contract, the Employer shall make the following payments to the Contractor:</p>

	<p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
--	---

### C. OBLIGATIONS OF THE CONTRACTOR

20. General	
<b>a. Standard of Performance</b>	<p>20.1 The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.</p> <p>20.2 The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.</p> <p>20.3 The Contractor may subcontract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Employer. Notwithstanding such approval, the Contractor shall retain full responsibility for the Services. The Contractor shall not subcontract the whole of the Services.</p>
<b>b. Law Applicable to Services</b>	<p>20.4 The Contractor shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable law.</p> <p>20.5 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when as a matter of law or official regulations; the Employer's country prohibits commercial relations with that country. as specified in the <b>SCC</b></p>

	20.6	The Employer shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such customs.
21. Conflict of Interests	21.1	The Contractor shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Contractor Not to Benefit from Commissions, Discounts, etc.	21.1.1	The payment of the Contractor pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as Experts and agents of either of them, similarly shall not receive any such additional payment.
	21.1.2	Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Contractor shall comply with the Employer's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Employer.
b. Contractor and Affiliates Not to Engage in Certain Activities	21.1.3	The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Contractor's Services for the preparation or implementation of the project, unless otherwise indicated in the <b>SCC</b> .
c. Prohibition of Conflicting Activities	21.1.4	The Contractor shall not engage, and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Contractor has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its

		Contract.
22. Confidentiality	22.1	Except with the prior written approval of the Employer, the Contractor and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Contractor	23.1	Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Contractor's liability under this Contract shall be as determined under the Applicable law.
24. Insurance to be Taken out by the Contractor	24.1	The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Contractor shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 25.2.	The Contractor shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.  The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Employer if requested by the Employer. The Contractor's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.
26. Reporting Obligations	26.1	The Contractor shall submit to the Employer the reports and documents specified in <b>Section-5</b> , in the form, in the numbers and within the time periods set forth in the said section.
27. Proprietary Rights of the Employer in Reports and	27.1	Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Contractor for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the

Records	<p>Employer. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Contractor may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.</p> <p>27.2 If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Contractor shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b>.</p>
28. Equipment, Vehicles and Materials	<p>28.1 Equipment, vehicles and materials made available to the Contractor by the Employer, or purchased by the Contractor wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Contractor, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Contractor or its Experts into the Employer's country for the use either for the project or personal use shall remain the property of the Contractor or the Experts concerned, as applicable.</p>

#### D. CONTRACTOR'S EXPERTS AND SUB-CONTRACTORS

29. Description of Key Experts	29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Contractor's Key Experts are described in <b>Part-2 and Part-4</b> .
	29.2 In case of unit prices (time-based) and if required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in <b>Part-2 and Part-4</b> may be made by the Contractor by a written notice to the Employer, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments

		under this Contract to exceed the ceilings set forth in Clause GCC 41.1.
30. Replacement of Key Experts	30.1	Except as the Employer may otherwise agree in writing, no changes shall be made in the Key Experts.
	30.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Contractor's written request and due to circumstances outside the reasonable control of the Contractor, including but not limited to death or medical incapacity. In such case, the Contractor shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
31. Approval of Additional Key Experts	31.1	If during execution of the Contract, additional Key Experts are required to carry out the Services, the Contractor shall submit to the Employer a copy of their Curricula Vitae (CVs) for review and approval. If the Employer does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Employer.
32. Removal of Experts or Sub-Contractors	32.1	If the Employer finds that any of the Experts or Sub-Contractor has committed serious misconduct or has been charged with having committed a criminal action, or if the Employer determines that one of the Contractor's Experts or Sub-Contractors have engaged in corrupt or fraudulent practice while performing the Services, the Contractor shall, at the Employer's written request, provide a replacement.
	32.2	In the event that any of the Key Experts, Non-Key Experts or Sub-Contractors is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Contractor to provide a replacement.
	32.3	Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Employer.
33. Replacement/ Removal of Experts – Impact on Payments	33.1	In case of unit price (time-based) Contract, except as the Employer may otherwise agree, (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
	33.2	In case of lump-sum Contract, the Contractor shall bear all costs arising out of or incidental to any removal and/or replacement of

		such Experts.
34. Working Hours, Overtime, Leave, etc. (time-based contract only)	34.1	Working hours and holidays for Experts shall be as per the Employer's office and to meet the Employer's requirements of services as specified in <b>Part-2: Section-VII Employer's (Works) Requirements.</b>
	34.2	The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Contractor's remuneration shall be deemed to cover these items. as specified in the <b>SCC</b>
	34.3	Any taking of leave by the Experts shall be subject to the prior approval of the Contractor who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate Services as specified in the <b>SCC</b>

**E. OBLIGATIONS OF THE EMPLOYER**

35. Assistance and Exemptions	35.1	Unless otherwise specified in the <b>SCC</b> , the Employer shall use its best efforts to:
		<ul style="list-style-type: none"> <li>(a) Assist the Contractor with obtaining work permits and such other documents as shall be necessary to enable the Contractor to perform the Services.</li> <li>(b) Assist the Contractor with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer's country while carrying out the Services under the Contract.</li> <li>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</li> <li>(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(e) Assist the Contractor and the Experts and any Sub-Contractors employed by the Contractor for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Employer's country according to the Applicable law in the Employer's country.</li> <li>(f) Assist the Contractor, any Sub-Contractors and the Experts of either of them with obtaining the privilege,</li> </ul>

		<p>pursuant to the Applicable law in the Employer's country, of bringing into the Employer's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(g) Provide to the Contractor any such other assistance as may be specified in the <b>SCC</b>.</p>
36. Access to Project Site	36.1	The Employer warrants that the Contractor shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Contractor and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Contractor or any Sub-Contractors or the Experts of either of them.
37. Change in the Applicable Law Related to Taxes and Duties	37.1	If, after the date of this Contract, there is any change in the Applicable law in the Employer's country with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and other expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1
38. Services, Facilities and Property of the Employer	38.1	The Employer shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Section-VII Employer's (Works) Requirements.
39. Counterpart Personnel	39.1	The Employer shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Contractor's advice, if specified in <b>Section-VII Employer's (Works) Requirements</b> .
	39.2	If counterpart personnel are not provided by the Employer to the Contractor as and when notified, the Employer and the Contractor shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Employer to the Contractor as a result thereof pursuant to Clause GCC 41.
	39.3	Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to



		such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
40. Payment Obligation	40.1	In consideration of the Services performed by the Contractor under this Contract, the Employer shall make such payments to the Contractor and in such manner as provided by GCC F below.

**F. PAYMENTS TO THE CONTRACTOR**

41. Ceiling Amount (time-based) or Contract Price (lump-sum)	41.1	In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in <b>Section-XII</b> . Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the <b>SCC</b> . For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
	41.2	In case of a lump-sum Contract, the Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Section-XII</b> . Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the in <b>Section-VII Employer's (Works) Requirements</b> .

<p>42. Remuneration and Reimbursable Expenses (unit price – time-based only)</p>	<p>42.1 The Employer shall pay to the Contractor (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Contractor in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in <b>Section – XII</b>.</p> <p>42.3 Unless the <b>SCC</b> provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list, (iii) the Contractor's profit, and (iv) any other cost unless otherwise specified in the <b>SCC</b>.</p>
<p>43. Taxes and Duties</p>	<p>43.1 The Contractor, Sub-Contractors and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p> <p>43.2 As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Contractor or are paid by the Employer on behalf of the Contractor.</p>
<p>44. Currency of Payment</p>	<p>44.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.</p>
<p>45. Mode of Billing and Payment</p>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Employer shall pay to the Contractor an advance payment as specified in the <b>SCC</b>. Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against the submission of a bank guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective until the advance payment has been fully set off, or in any other form that the Employer shall have approved in writing. The advance payments will be set off by the Employer in installments as specified in the <b>SCC</b> until the said advance payments have</p>

	<p>been fully set off.</p> <p>(b) <u><i>The Itemized Invoices (unit price – time-based).</i></u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the <b>SCC</b>, the Contractor shall submit to the Employer, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the <b>SCC</b>. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Employer shall pay the Contractor's invoices within sixty (60) days from the receipt by the Employer of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Employer may add or subtract the difference from any subsequent payments.</p> <p>(c) <u><i>The Lump-Sum Installment Payments.</i></u> The Employer shall pay the Contractor within sixty (60) days after the receipt by the Employer of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Employer does not approve the submitted deliverable(s) as satisfactory in which case the Employer shall provide comments to the Contractor within the same sixty (60) days period. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>(d) <u><i>The Final Payment.</i></u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final invoice shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Employer unless the Employer, within such ninety (90) calendar day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the final report or final invoice. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Employer</p>
--	--

	<p>has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Contractor to the Employer within thirty (30) days after receipt by the Contractor of notice thereof. Such claim for reimbursement shall be made by the Employer within twelve (12) calendar months after receipt by the Employer of the final report and the final invoice that the Employer has approved in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Contractor specified in the <b>SCC</b>.</p> <p>(f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.</p>
46. Interest on Delayed Payments and Damages	<p>46.1 Interest on delayed payments: If the Employer had delayed payments beyond fifteen <b>(15) days</b> after the due date stated in Clause GCC 45.1 (b) or (c), interest shall be paid to the Contractor on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the <b>SCC</b>.</p> <p>46.2 Damages: If the Contractor fails to comply with the Contract requirements,</p> <p>46.3 the Employer shall be entitled to apply damages as stated in the <b>SCC</b>. The total amount of the damages shall not exceed 10% of the Contract amount.</p>

**G. FAIRNESS AND GOOD FAITH**

47. Good Faith	<p>47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
----------------	---

**H. SETTLEMENT OF DISPUTES**

48. Amicable Settlement	<p>48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Clause GCC 49.1 shall apply.</p>
-------------------------	--

49. Dispute Resolution	49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the <b>SCC</b> .
------------------------	---

**B. SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
1.1(a) and 3.1 Applicable law	The Contract shall be construed in accordance with the applicable laws of INDIA
3.1 Law Governing Contract	Indian Contract Act-1996 & its further amendments
4.1 Language	The language is: English.
6.1 and 6.2 Communications	The addresses is: MAHARASHTRA METRO RAIL CORPORATION LIMITED "Metro Bhawan", East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Website: <a href="http://mahametro.org">http://mahametro.org</a>
8.1 Authority of Member in Charge	Sole Bidder (JV / Consortium- Not allowed)
9.1 Authorized Representatives	<b>The Authorized Representatives are:</b> <b>For the Employer:</b> Person Authorized by "Managing Director, Maharashtra Metro Rail Corporation Limited <b>For the Contractor:</b> Shall be authorized by successful bidder
11.1 Effectiveness of Contract	From the date of issue of LOA
13.1 Commencement of Services	<b>Commencement of Services:</b> From the date of issue of LOA
14.1 Expiration of Contract	<b>Completion of Work (i.e. 36 Months from the date of issue of LOA)</b>
16 Modifications or Variations	<b>Replace the Sub-Clause 16 of GCC with the following:</b>  <b>1 Modification to Contract to be in writing:</b>  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.

## **2 Powers of modifications to contract:**

(A) The Consultant/Engineer on behalf of the Maha Metro 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 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.

(B)

(1) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would 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.

(2) In case of earthwork, 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.

(3) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

(C) Variations in quantities during execution of works contracts

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1 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.

2 In case an increase in quantity of an individual item

	<p>by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating afresh 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:</p> <p>(a) Operation of an item by more than 125% of the agreement quantity needs the approval of Maha Metro.</p> <p>(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</p> <p>(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</p> <p>(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.</p> <p>(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</p> <p>(c) Execution of quantities beyond 150% of the overall 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.</p> <p>3. In cases where decrease is involved during execution of contract:</p> <p>(a) The contract signing authority can decrease the items upto 25% of individual item</p> <p>(b) 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.</p> <p>(c) It should be certified that the work proposed to be reduced will not be required in the same work.</p>
--	--



4. 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.

5. No such quantity variation limit shall apply for foundation items.

6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR 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).

(D) **Valuation of variations:** The enlargements, extensions, diminutions, reduction, alterations or additions referred to in sub-clause (B) & (C) 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 expressively 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 (B) & (C) above shall be paid for at the rates determined as per procedure laid down in Annexure-A (Attached).

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.

#### **Annexure-A**

##### **Variation due to New Items /NS Items**

A. 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

	<p>be done at:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. Latest Schedule of Rate of Maharashtra PWD / MJP with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or</li> <li>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</li> </ul> <p style="text-align: center;">(in the above sequence).</p> <ul style="list-style-type: none"> <li>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.</li> <li>iii. In case, the above is not possible, following steps are to be followed to arrive rates of such items <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>d. Hire charges for Plant &amp; 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 &amp; Machinery for this purpose.</li> </ul> </li> </ul>
--	--

	<p>e. An amount of 20% of items (i), (ii), (iii) and (iv) 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.</p> <p>f. If the said Extra Items /NS Item are executed / supplied by a subcontractor / 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.</p> <p>B. In the event of disagreement:</p> <p>(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 fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor.</p> <p>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.</p> <p>(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 &amp; 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</p>
--	---

	<p>and details of the variation claimed and may direct the Contractor to provide a copy of the same, to assist in evaluating any Variations.</p> <p>(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.</p> <p>(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 centre amount which shall be binding on the contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer and Contractor as to the terms and price of the variation have been reached or not.</p> <p>(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.</p> <p>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.</p>
19.1.3 (b) Termination by Contractor	Not less than 45 (Forty Five) days' notice by Contractor
20.4 Employer's prior approval (Add.	it will be obligatory for the Contractor to obtain a <b>"No-Objection"</b> from the Engineer/ Employer for any Subcontracting/Sub-

Clause)	consulting. The credentials of the Sub-contractor and Vendor need approval of employer.
20.5 Law Applicable to Services	As per Order (Publish Procurement No.4) No. F.7/10/2021-PPD (1) dated 23.02.2023 (of Government of India, Ministry of Finance, Department of expenditure, Procurement Policy Division) for Restriction under Rule 144(xi) of the General Financial Rules (GFR),2017
23.1 Liability of the Contractor	No additional provisions: As per applicable law
24.1 Insurance to be Taken out by the Contractor	The insurance coverage against the risks shall be as follows: <ul style="list-style-type: none"> <li>a. Employer's liability and worker's compensation insurance (Including Third Party insurance) in respect of the Personnel of the Contractors and of any Sub-Contractor, in accordance with the relevant provision of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;</li> <li>b. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractors' property used in the performance of the Services, and (iii) any documents prepared by the Contractors in the performance of the Services.</li> </ul>
27.2. Proprietary Rights of the Employer in reports and Record	The Contractor shall not use these any document, report, drawings, data & Software pertain to this contract for purposes unrelated to this Contract without the prior written approval of the Employer.
31. Approval of Additional Key Experts	Not Applicable
34. Working Hours, Overtime, Leave, etc. (time-based contract only)	Nothing extra shall be paid during the entire completion period as specified in Part-2 and Part-4.
35.1 (a) through (f) Assistance and Exemptions	All expenses towards these tasks / activities shall be borne by Contractor. Maha Metro shall assist & recommend the Contractor where ever required without incurring or reimbursing any additional cost. The proposal/ application to authority concerned pursuant to law / act & its follow up shall be done by Contractor.
35.1(g)	General information of sites, available information data with Maha Metro pertain to this work shall be provided to Contractor
41 Ceiling Amount or Contract Price	Not Applicable
42. Remuneration	Not Applicable

and Reimbursable Expenses (unit price – time-based only)	
42.3	Price adjustment not applicable
43.1 and 43.2 Taxes and Duties	All applicable direct and indirect taxes, cess etc. shall be inclusive in price quoted by bidder.
44. Currency of Payment	Indian Rupees (INR) only.
45.1(a) Advance Payment	Not applicable
45.1(b) & (c)	<p>Existing clause to be replaced with the following:</p> <p>Payment to the Contractor shall be made as mentioned below:</p> <ol style="list-style-type: none"> <li>100% payment will be made against completion of Schedule A i.e. Data Center Restructuring, Migration, Procurement &amp; Renewal of Licenses &amp; Warranties.</li> <li>Payment against Schedule B i.e. Data Center Manage Support Services shall be made on monthly basis as per actual executed item.</li> <li>The agency is required to submit the bill against every claim.</li> <li>The bill must include an Agency Tax Invoice along with any other document that Maha Metro may require. GST shall be shown separately.</li> <li>Payment shall be subject to satisfactory performance of all the jobs envisaged in the contract.</li> <li>The standard terms of payment are within 30 days from the date of submission of bills in triplicate duly certified by the Competent Authority of Maha Metro. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS.</li> <li>TDS on Income Tax and GST and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Contractor by Maha Metro.</li> </ol> <p>If the Tenderer fails or neglects to render the services to the satisfaction of Maha Metro or if the Tenderer commits any breach of any of its obligations, Maha Metro may get the job done through any other alternate source, the cost of which will be adjusted from quarterly / annual bills of the Tenderer.</p>
45.1 (c)	Not applicable
45.1(e)	Through the accounts: Shall be provided by successful bidder
46.1 Interest on Delayed Payments	Deleted

46.2 Damages	Not applicable
49. Dispute Resolution	<p>In case of any dispute or difference arising between the parties during the progress of or after construction or abandonment of the work as to the meaning of construction of this contract or touching or relating to works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to THE DIRECTOR, Maha-Metro who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or statutory modification or reenactment thereof.</p> <p>It is specifically agreed that the Contractor shall continue to render its services provided herein with all due diligence, professional skill and tact not withstanding that any matter, question or dispute has been referred to the Director for his decision.</p> <p>It is further agreed between the parties that the decision of the Director, Maha-Metro on all matters of dispute is final and binding and questionable only in the court of law hereto that the Nagpur Courts alone shall have the exclusive jurisdiction.</p>
50. Performance Security (Add. Clause)	<ul style="list-style-type: none"> <li>i. The successful bidder will have to deposit a <b>Performance Security @ 10% (Ten Percent)</b> of the awarded Contract price of the work within 28 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of <b>Bank Guarantee of Scheduled Commercial Bank</b> having business office in India &amp; drawn in favour of Maharashtra Metro Rail Corporation Ltd. The performance security should remain valid for a period of 60 days beyond the date of completion of Work of the Contractor. The contractor shall furnished Performance security as per the form included in Section X Contract Forms or, another form acceptable to Employers.</li> <li>ii. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the firm/company will be liable to be forfeited by the Maha Metro besides annulment of the contract.</li> <li>iii. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Maha Metro for arbitration, whose decision shall be final and binding on the parties.</li> <li>iv. Maha Metro reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.</li> <li>v. If the firm/ company fails to deploy manpower within 30 days against the requirement, the EMD/ Performance Security of the firm/agency may be forfeited without prejudice to other right of Maha Metro.</li> </ul>

**MAHARASHTRA METRO RAIL CORPORATION LIMITED  
(NAGPUR METRO RAIL PROJECT)****BID DOCUMENTS  
FOR****Name of work:****Hardware and Tools Management Services for the Data Centre (DAKC)  
and Services for NMRP Phase-2.****Tender No. N2-029/IT(R)-02/2024****PART 3:  
CONDITIONS OF CONTRACT AND CONTRACT FORMS  
SECTION X: 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](http://www.metro railnagpur.com)**



**Section X. Contract Forms****Table of Forms**

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

**Contract Form-1****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 Form-2****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.*

**Contract Form-3****Performance Security****Option 1: (Demand Guarantee)****Beneficiary:** \_\_\_\_\_**Date:** \_\_\_\_\_**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_**Guarantor:** \_\_\_\_\_

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably 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 \_\_\_\_\_ (),<sup>1</sup> 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...<sup>2</sup>, 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.***

<sup>1</sup> 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.

<sup>2</sup> 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: Performance Bond**

By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_] as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called "the Employer") in the amount of \_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

**Contract Form-4****(NOT APPLICABLE TO THIS TENDER)****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****(NOT APPLICABLE TO THIS TENDER)****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]' 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.

<sup>1</sup> 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.

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...<sup>2</sup>, 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 hereby excluded.

---

<sup>2</sup> *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 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-Z****Parent Company Undertaking**

THIS UNDERTAKING is issued on the \_\_\_\_\_ day of \_\_\_\_\_

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

In favour of

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

.....  
.....  
.....

**WHEREAS**

(A) By a Contract for \_\_\_\_\_ in respect of Nagpur Metro Rail 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 Nagpur Metro Rail 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 Nagpur Metro Rail 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 re-commence 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 Nagpur Metro Rail 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**

**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 Nagpur Metro Rail 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 Nagpur Metro Rail 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**

(As applicable)

THIS INDENTURE made on .....between .....(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

(NAME AND ADDRESS)

**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) [SEP]

(hereinafter called “the Contractor”), with M/s----- as the lead member has undertaken, in pursuance of Contract No. [ ] dated .....for [Note 4] (hereinafter called “the Contract”), [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 Nagpur, 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 Nagpur, is obliged to provide a Guarantee in the terms hereof for 95 percent of the Payment. [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)**

(As applicable)

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**  
**(NAGPUR METRO RAIL PROJECT)**  
**BID DOCUMENTS**

**Name of work:**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-2.**

**Tender No. N2-029/IT(R)-02/2024**

**PART 3:  
CONDITIONS OF CONTRACT AND CONTRACT FORMS  
Section XI: SHE Manual**



**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](http://www.metro railnagpur.com)**

## **Section XI: SHE Manual**

***Not Applicable in this Tender***

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**  
(A Joint Venture of Govt. of India & Govt. of Maharashtra)

**BID DOCUMENT**  
**FOR**

**Name of Work: -**

**Hardware and Tools Management Services for the Data Centre (DAKC) and Services for NMRP Phase-II.**

**PART IV: Financial Bid  
& Bill of Quantity**

**Section XII: Preamble & Financial Bid**

**TENDER NO.**

**N2-029/IT(R)-02/2024**



**Maharashtra Metro Rail Corporation Limited**

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

**Near Dikshabhoomi, Ramdaspath, Nagpur-440010,**

**Maharashtra, INDIA**

**Website: [www.metrotrainnagpur.com](http://www.metrotrainnagpur.com)**

**Contents of Part-IV**

	<b>PART IV: FINANCIAL BID &amp; BILL OF QUANTITIES</b>
1	Preamble
2	Financial Bid & Bill of Quantities

**Preamble:**

1. The bidder should quote his rate only in the Financial Bid/ Price Bid Summary sheet provided in the Commercial/ Price Envelope section of the E-Tender Portal of mahatenders.gov.in.
2. The bidder should ensure that the financial/ commercial quote should be only quoted in the Commercial bid option on e-tender portal of mahatenders.gov.in & nowhere else. If by mistake/ inadvertently the rate is quoted/ indicated anywhere in the Technical submission/ uploading of the entire Bid document/ Corrigendum / Addendum, the bid will be rejected outright and will not be considered for any further evaluation.
3. The Financial Bid shall be read in conjunction with the Instructions to Bidders, Scope of Work, Conditions of Contract, Notice Inviting Tender, Technical & Particular Specifications, Schedule, Annexures and Addendums.
4. The whole cost of complying with the provisions of the Contract/ scope of work shall be deemed to have been included in the quoted rates.
5. General directions and description of works and materials are not necessarily repeated or summarized in the Financial Bid.
6. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the relevant clause of this bid Document.
7. Bidder may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies / administration etc.
8. The Bidder's offer shall be inclusive of all taxes and duties payable by them, income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.
9. Rate quoted by bidder shall be inclusive of GST as per prevailing rate at the base date (i.e. 28 days prior to the final date of submission of bid). Any changes in rate of GST or any other taxes during the execution of the work shall be adjusted both ways.
10. No price variation / Price Adjustment shall be paid under this contract.
11. Financial Bid & Bill of Quantities (Tender No- N2-029/IT(R)-02/2024):

**(To be filled online on E-Tender Portal only)**