

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

BID DOCUMENTS FOR

**Hiring of Vehicle for Transportation of Men and Material for Maintenance
Department of Maharashtra Metro Rail Corporation Limited**

Tender No N1-O&M-15/2022

OCTOBER -2022



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

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SECTION-1: NOTICE INVITING TENDER (NIT)

 <p>महाराष्ट्र मेट्रो NAGPUR METRO</p>	<p>E-TENDER NOTICE Maharashtra Metro Rail Corporation Limited Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Website: http://www.metrotrainnagpur.com E-mail: md.nmrcl.tenders@gmail.com, Telefax: 0712-2554217</p>
<p>Tender Notice No. N1-O&M-15/2022 Dated: 21.10.2022</p>	
<p>Name of Work: - Hiring of Vehicle for Transportation of Men and Material for Maintenance Department of Maharashtra Metro Rail Corporation Limited</p>	

KEY DETAILS: -

Estimated Price	Rs. 12 Lakhs Approx
Contract Period	12 (Twelve) Calendar Months from the date mentioned in the LOA
Documents on sale	Documents can be downloaded from 19.00 hrs. 21.11.2022 to 16.00 Hrs. On 10.11.2022 from Maha-Metro's E-Tender Portal.
Cost of documents	INR. 11,800/- (Rs. Eleven Thousand Eight Hundred only) (inclusive of applicable GST), non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
Pre-bid Meeting	At 11.00 hrs. On 01.11.2022 at the office of ED/Procurement, Maha-Metro through Video Conference. Link shall be published on web site of Maha-Metro. Bidder's Queries must be submitted through e-mail ID: md.nmrcl.tenders@gmail.com OR in hard copy to ED (Procurement) office before the stipulated date & time of Pre-Bid meeting.
Bid Security (EMD)	The Bid Security / EMD amounting be INR: 12,000 (Rupees Twelve Thousand Only) Agencies registered as MSME are exempted from submission of EMD, such agencies need to submit Bid Securing Declaration & MSME certificate
Date & Time of submission of Tender	Online submission up till 16.00 Hrs. on Dt. 10.11.2022 on Maha-Metro, e-tender portal.
Date & Time of Opening of Technical bid	On Dt. 10.11.2022 after 16:30 Hours in Procurement Department, 1st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.
<ol style="list-style-type: none"> 1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO (Nagpur) E- tender portal under section in eTenders. https://mahametrorail.etenders.in 2. To view this tender notice, interested Agencies may visit the Maha-Metro website www.mahametro.org or CPP website https://eprocure.gov.in 3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. 	




Executive Director (Procurement),
Maharashtra Metro Rail Corporation Limited

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Section 2. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1. Maharashtra Metro Rail Corporation Ltd. invites open tender from reputed, well established, technically qualified and financially sound registered firm/company for providing manpower to perform jobs assigned to outsource staff. The agency should comply with all relevant statutory norms such as minimum wages, employees' provident fund, Employees State Insurance, GST etc. Detailed scope of work is defined in Section-5 of this bid document.
- 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-3 Eligibility criteria**.
- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid Security.
- 4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS**.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory

to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section -3 Eligibility criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

Notice Inviting Tender (NIT)

Instructions to Bidders

Bid Data Sheet

Tool Kit for e-tender

Eligibility Criteria

Evaluation Criteria

Scope of Work

Conditions of the Contract

Corrupt and Fraudulent Practice Policy

Bidding & Contract Forms

List of Documents to be enclosed

Financial Bid

- 6.2 The Invitation for Bids (Notice Inviting Tender) i.e. NIT issued by the Employer is part of the Bidding Documents.

- 6.3 Unless obtained directly by the bidder concerned from the Employer's office (as mentioned in NIT) or Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available at Employer's Office or uploaded on E-Tender portal of Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents

or submission of a Bid not substantially responsive to the Bidding Documents, in every respect will be at the Bidder's risk and may result in rejection of its Bid.

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

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

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received on or before the date specified in this document. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2 **OR as provided for in BDS in consonance with E-Tendering System.**
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release

and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage (**as specified in BDS**).
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting **or as specified in BDS**.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder **OR as provided for in BDS in consonance with E-Tendering System**.

8. Amendment of Bidding Documents

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may

be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.Documents Comprising the Bid

11.1 The Bid shall comprise the following:(**refer BDS for additional requirement**)

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1 (**as specified in BDS**)
- (d) alternative bids, if permissible, in accordance with ITB 13 (**as specified in BDS**);
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.5, the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Technical Proposal in accordance with ITB 16;
- (i) Any other document **required in the BDS**.

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

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

12.Letter of Bid and Schedules

12.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section-7, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

12.2. The Letter of Bid with all Schedules/ Forms shall be completed and signed by an authorized and empowered representative of

the Bidder. If the Bidder comprises a JV/Consortium, the Letter of Bid shall be signed by an authorized representative of the Lead Member. Signatures on the Letter of Bid shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

- 13. Alternative Bids**
- 13.1 Unless otherwise specified in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer **(as specified in BDS)**
- 13.4 When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section-5 Scope of Work.
- 14. Bid Prices and Discounts**
- 14.1 The prices and **discounts** quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. **(or as specified in BDS)**
- 14.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the works, as identified in Section 7, 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-7 Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Eligibility Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification or at the time of actual bidding (as the case may be), the Bidder shall provide in the corresponding information sheets included in Section-7, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section-7,

Bidding Forms.

- 17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1 (as detailed in BDS)
- 17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section 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-7, Bidding Forms, **as specified in BDS**

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

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

from a reputable source from an eligible country as specified in Section-3 Eligibility criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section-7, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

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

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

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) If the Bidder submit fake / forged / fabricated /false documents as well as false & misleading information /data with his Bid which fails the authenticity verifications initiated by MAHA-Metro.
- (c) If the Bidder tamper/ edit/ mutilate the Bid document and associated information/data and submit the same with his

Bid.

(d) If the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security in accordance with ITB 42.

(iii) authenticate and verification of performance security

19.8 The bid security or a Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. **or as Specified in BDS, Section-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-5 Scope of Work have been met without any material deviation, reservation or omission.

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

30. Nonmaterial Nonconformities

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

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

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

31. Correction of Arithmetical Errors (replaced in BDS)

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

(a) Only for admeasurement contracts, if there is a

discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

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

32. Conversion to Single Currency

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

33. Margin of Preference

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

34. Subcontractors

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

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

34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section-3 Eligibility Criteria. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors **or as specified in BDS.**

35. Evaluation of Bids

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

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors as specified in Section-3 Eligibility Criteria.

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

35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section-3 Eligibility Criteria.

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

36. Comparison of Bids

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

37. Qualification of the Bidder

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section-3 Eligibility

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**
- 42.1 Within twenty-eight (28) days of the receipt of notification of

Security

award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section-7 Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. **(as specified in BDS)**

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

Section II. Annexure-2A: Bid Data Sheet**A. General**

General	The following terms are used in the Bidding Documents shall have the same meaning and interpretations: <ul style="list-style-type: none"> • 'Tender(s)' and 'Bid(s)' • 'Tenderer(s)' and 'Bidder(s)' • 'Employer's Requirements' and 'Work Requirements'
ITB 1.1	It is an Open tender, any bidder who meet the eligibility criteria as per Section-3 may participate in the bid. Name of Project: <i>Nagpur Metro Rail Project, Phase-1</i> Name of Work: <i>Hiring of Vehicle for Transportation of Men and Material for Maintenance Department of Maharashtra Metro Rail Corporation Limited</i> Tender number of this Invitation (Notice Inviting Tender) is: <i>N1-O&M-15/2022</i>
ITB 1.1	The Employer is: <i>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</i>
ITB 1.1	National Competitive Bid (NCB) Tender number of this Invitation (Notice Inviting Tender) is: <i>N1-O&M-15/2022</i>
ITB 1.1	The detailed Scope of Work under this contract is described in detail in the Section-5 of the bid document. The Contractor has to execute the work accordingly with the approval of Employer. The successful Bidder has to establish its Office at Nagpur , if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Quoted Contract Price by the bidder and no separate / extra / additional amount is payable by Employer
ITB 2.1	Source of Fund for the project: Funded by Equity of Government of India (GOI) & Government of Maharashtra (GOM)
ITB 4.1	The bidder may be a firm as a Single Entity A joint venture / Consortium is not allowed to participate in this tender
ITB 4.2	(In Continuation to the existing clause, further added as under) <ul style="list-style-type: none"> (i) No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner of a JV / Consortium in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor. (j) A JV/Consortium member will not be permitted to participate in the

	<p>bid as a single entity.</p> <p>(k) No individual member will be member of JV/Consortium of more than one group of bidder.</p>
ITB 4.5	This Bidding Process is in single stage two-packet system through e-tender portal of Maha-Metro & open to all eligible bidders as per Eligibility Criteria under Section-3 of this Bid Document.
ITB 4.7 (Additional Para)	<p>The bidders or any member of JV/ Consortium must not have been banned or blacklisted by any Central / State government department or public sector and such blacklisting should not be effective on the date of Bid Submission.</p> <p>Simultaneously the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank. The Bidder should submit undertaking to this effect.</p>
ITB 4.8 (Additional Para)	In case, the Bidder is a consortium / JV, a detailed Consortium Agreement between the Members of such Consortium stating clearly their inter-relationship and division of work and obligations among the Members as mentioned in ITB 4.13 below should be submitted along with the Bid for proper examination by MAHA-METRO. The format of the Consortium Agreement is provided in Section-7: Bidding Form .
ITB 4.9 (Additional Para)	<p>Further, a Power of Attorney signed by all the JV/ Consortium Members duly supported by their board resolutions or statement of joint decision signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf.</p> <p>The formats of the Power of Attorney as well as the board resolution are provided in Section-7: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms.</p>
ITB 4.10 (Additional Para)	<p>(a) Every Bidder, be it a single entity or a JV/ Consortium, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section-7: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member.</p> <p>(b) The Lead member shall be authorized to incur liabilities, receive payment (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium / Joint Venture.</p> <p>(c) All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.</p> <p>(d) In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as to be legally valid and binding on all partners / members.</p>

	<p>(e) The Bid shall be signed so as to be legally binding on all the Members of the Consortium.</p> <p>(f) If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm & authorized signatory all document. Such declaration shall accompany with PAN Card of proprietor.</p> <p>(g) If the bidding entity is a Partnership firm / Private Limited Company, all the partners shall jointly provide a Power of Attorney in the name of one partner as an authorized signatory. Such declaration shall accompany with copy of DIN numbers of all partners.</p>
ITB 4.11 (Additional Para)	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure in the prescribed format as provided in Section-7.</p> <p>For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed The Hague Legislation Convention, 1961 is not required to be endorsed by the Indian Embassy if it, carries a conforming Apostille certificate. This power of attorney should be registered at appropriate authority and easily verifiable.</p>
ITB 4.12 (Additional Para)	<p>If the Bidder is a Consortium or Joint Venture, the Bidder shall essentially submit the following information in addition to other requirement detailed in Section-3 Eligibility Criteria.</p> <p>(a) A Memorandum of Understanding / Consortium Agreement / JV Agreement duly notarized by the notary public of country of origin and should be stamped by Embassy / High Commission (in case of overseas bidder). Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.</p> <p>(b) Nomination of one of the Members of the Consortium or Joint Venture to be in-charge ("Lead member"); and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.</p> <p>(c) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities and relationships among the individual Members.</p>
ITB 4.13 (Additional Para)	<p>The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per Form in the Section-7: Bidding Forms.</p>
ITB 4.14	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy</p>

(Additional Para)	<p>of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/ Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The Indian bidders shall submit copy of GST registration Certificate along with the bid.</p> <p>The foreign partner of the JV/ Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>
ITB 4.15 (Additional Para)	<p>Each Bidder (each Member in the case of a JV/Consortium) is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section IV: Bidding Form shall be submitted with the Technical Package.</p>
ITB 4.16 (Additional Para)	<p>Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
ITB 4.17 (Additional Para)	<p>Provisions & guidelines of <u>MAKE IN INDIA POLICY 2017</u> (latest Revision, till final date of submission of Bid), shall be applicable in this bid.</p>
ITB 4.18 (Additional Para)	<p><u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u> 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. Bidding Documents

ITB 6.7 (Additional Para)	<p>Supporting Documents / Information.</p> <p>(a) The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be</p>
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	<p>construed as opinions only and not as representations or warranties as to the actual site conditions. The Bidders' attention is specifically drawn to ITB 6.7 (b) below.</p> <p>(b) The Bidders shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.</p> <p>(c) The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Bidders' attention is drawn to Clause 4.10 of GC / S.No. 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.</p>
ITB 7.1	<p>(a) For <u>clarification purposes</u> only, the Employer's address is: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Electronic mail address: md.nmrc.tenders@gmail.com Web page: www.metrorailnagpur.com</p> <p>All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal http://mahametrorail.etenders.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.</p> <p>(c) MAHA-METRO may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date & Time: As per NIT. <u>Place:-</u> MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</p>

ITB 7.5	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrc.tenders@gmail.com
ITB 7.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.
ITB 8.2	<p>Following is added to the existing clause of ITB 8.2</p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal http://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders.</p> <p>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>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to English and will have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed The Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy, if it carries a conforming Apostille Certificate.</p> <p>The bidder should provide the relevant contact number & E-Mail ID along with the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB. 11.1 (c)	Form and value of the Bid Security/ EMD shall be as per NIT and ITB (BDS) clause 19.1 respectively
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j)	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on e-tendering portal http://mahametrorail.etenders.in in accordance with provisions in ITB 22.1.</p> <p>i. The Bidder shall follow the procedure and steps of E-Tender portal of</p>

	<p>MAHA-METRO given in E-Tender Toolkit provided as Annexure-II-B</p> <p>ii. Cost of the bid: Paid online through E-Tender portal.</p> <p>iii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted.</p> <p>iv. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal.</p> <p>v. Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else.</p> <p>vi. Bidder should ensure that the no part of the Financial Bid should be up- loaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly.</p> <p>vii. The original Bank Guarantee towards Bid Security (if any), shall be submitted within (07) Seven working days from the last date stipulated for submission of bid at the office of MAHA-METRO at address given at ITB 7.1 above.</p>
ITB 11.1 (k)	The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course and before submission of Bid along with all necessary essential enclosures as specified in the bid document. In case of failure by the bidder in uploading (submission) the same, the bid shall be treated as non-responsive and not evaluated further.
ITB 11.3	As per Letter of bid - Payment of Commission & Gratuities not permitted.
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2, ITB 13.3, or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.1	<p>The Price is to be quoted Online on E-tender portal of Maha-Metro & Letter of discount, if any, shall be uploaded in Financial Bid Section of E-Tender Portal only.</p> <p>No discounts offer are allowed to be quoted by the bidder in the Letter of Bid and No discount letter to be uploaded in Technical Bid Section of E-Tender Portal.</p> <p>Offering Discount in any form in Technical Section of E-Tender Portal or in Letter of Bid, shall lead to disqualification of Bidder and Financial Bid of such bidder shall not be taken in consideration for evaluation.</p>
ITB 14.2	The bidder shall quote the price online in the Financial Bid Section of the E-Tender portal of MAHA-METRO, either rate against each item or in the summary sheet of schedule of BOQ or scanned & upload the filled BOQ/Schedule or Lump sum Price (as the case may be) as per provision described in the aforesaid Financial Bid Section of Bid Document.
ITB 14.3	The price quoted in the Financial Bid Section of E-tender portal of MAHA-METRO shall be the total price of the bid.
ITB 14.4	<p>Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted.</p> <p>Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only</p>

ITB 14.5	For price adjustment / variation, refer to instructions / conditions provided in the Section-6 Conditions of Contract .
ITB 14.6	Not Applicable
ITB 14.7	<ul style="list-style-type: none"> i. Price quoted by the bidder includes GST & all other applicable Taxes, Duties, Levies payables etc. complete, ii. 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. iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement & Deduction). 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.
ITB 14.8 (Additional Para)	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section-7: Bidding Form .
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section-7: Bidding Form stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work.
ITB 14.11 (Additional Para)	<p>MAHA-METRO project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The Bidder should avail this benefit and pass on the benefit of the same to MAHA-METRO.</p> <p>As regards registration under Project Import, after the award of the contract, MAHA-METRO at the written request of Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development / Government of Maharashtra for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with</p>

	the Contractor.
ITB 15.1	The currency of the Bid & payment shall be Indian Rupees (INR) only.
ITB 17.2	Provisions and norms as stipulated in “Make in India Policy 2017” issued by GOI with the latest amendment till the time of submission of the bid, shall be applicable in this Tender.
ITB 17.3	Applicable if the bid is two stage i.e, Pre-Qualification Stage & Bidding Stage
ITB 18.1	The bid validity period shall be 180 (One Hundred & Eighty) days .
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	<p>A Bid Security is required as specified in NIT in the form of DD/FDR/Insurance Surety Bond drawn in favour of Maharashtra Metro Rail Corporation Limited or Bank Guarantee issued by Scheduled Commercial Bank having business office in India (excluding cooperative Banks).</p> <p>Note: Agencies registered as MSME are exempted from submission EMD, such agencies need to submit Bid Securing Declaration & MSME certificate.</p> <p>The scanned copy of the Bid Security is required to be uploaded on the eTender portal and the Original Bid Security shall be delivered to the office of the ED/Procurement at Metro Bhawan, Maharashtra Metyro rail Corporation, Nagpur</p>
ITB 19.2	<p>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSME.</p> <p>If applicable, the bidder shall submit “Bid Securing Declaration” as provided in Bidding forms</p>
ITB 19.3	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and ITB 19.1 above.
ITB 19.4	EMD /Bid Security shall be as per ITB 19.1 & NIT
ITB 19.5	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
ITB 19.8	The bid security or a Bid Securing Declaration (if applicable, Ref.19.2), as specified in Section-II BDS, Cl No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.
ITB 19.9	Bid Security is required in this bid.
ITB 20.1	<p>Replacement for ITB as under:</p> <p>Bid to be submitted through E-Tender portal of MAHA-METRO only.</p>
ITB 20.2	<p>Replacement for ITB as under:</p> <p>The Bid shall be submitted by bidder, online through e-tender portal of MAHA-Metro. Details has been described at ITB clause no. 21 & Annexure-II-B</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV : Bidding Forms

	<ul style="list-style-type: none"> ii. A notarized Power Of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company , LLP company) iii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.
ITB 20.3	<ul style="list-style-type: none"> i. In case of JV / Consortium the power of attorney holder of lead member is authorized to sign all legal documents, bid documents and other enclosures. ii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section-7: Bidding Forms of these Bidding Documents. iii. The formats of the Power of Attorney as well as the board resolution are provided in Section-7: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms iv. The facility on the E-tender portal of MAHA-METRO is also available for viewing & downloading the document free of cost.

ITB 21.1, 21.2 & 21.3	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of MAHA-METRO) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <ul style="list-style-type: none"> i. For submission of Tender Document and Corrigendum, Tick (√) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (√) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (√) the bid documents & corrigendum /addendum shall automatically get attached to offer of bidder. Further bidder may proceed for submission by clicking submit button. ii. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder. iii. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb
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	<p>only at each entity.</p> <p>iv. If bidder is desirous to upload a file more than 20mb size, he shall have spilt the file in two or more parts of 20mb or lesser than 20mb each and can upload the same at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.</p> <p>v. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (√)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.</p> <p>vi. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.</p> <p>vii. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.</p> <p>viii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).</p> <p>ix. Scanned copy of POA of each member & Lead member in case of JV/ Consortium.</p> <p>x. All relevant formats given in Section-7: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.</p> <p>xi. Certificate of registration and other statutory documents of formation of bidder’s company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority.</p> <p>xii. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).</p> <p>xiii. Copy of all financial documents as directed in Section-III.</p> <p>xiv. Relevant work experience certificate (in line of Section-3 Eligibility Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section III.</p> <p>xv. All Format of Section-7 and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of MAHA-METRO along with bid documents.</p> <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal of MAHA-METRO only.</p>
ITB 21.4 (Additional)	1. Financial Bid (Commercial Envelope)

Para)	
ITB 21.4.1 (Additional Para)	<ul style="list-style-type: none"> i. The financial bid shall be submitted in financial envelope/commercial envelope. ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal of MAHA-METRO shall be duly filled up online by bidder. iii. Few price schedules may require to be filled up physically and required to be signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and a scanned copy of such schedules may be uploaded, as per instructions provided in the BOQ or E-Tender Portal. iv. The Total Bid Price includes GST and other Taxes, Duties, Levies, Royalties (if not provided specifically) also. The price to be quoted shall be the total price of the Bid as elaborated in Section-9 Financial Bid & Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.
ITB 22	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum.</p> <p>Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-B of bid document.</p>
ITB 23	<p>The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.</p>
ITB 24.1, 24.2 & 24.3	<ul style="list-style-type: none"> i. As the bid process is through e-tendering portal of MAHA-METRO, amendment/ modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid. ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the same would not be possible but the bidder can opt not to proceed with the submission of the bid after opting “Re-work” option on E-tender portal. This can be done only prior to closing date and time of bidding process. iii. The bidder should further note that in such case of not proceeding with submission of bid, the Bid Security, if pad online, through the E-Tender portal, the same will not be refunded immediately. Such cases shall be dealt separately offline after completion of bidding process.
ITB 25.1	<p>The bid opening/ shall take place at office of: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED “Metro Bhawan”, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspeth, Nagpur-440010, Maharashtra, INDIA Date: As per NIT Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under: <u>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <ul style="list-style-type: none"> i. The Bid Security will be checked and details will be read out for the

	<p>information of representative of Bidders, present at the time of opening of Bid.</p> <p>ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal by MAHA-METRO, their submission treated as non-responsive and no further technical evaluation will be carried out.</p> <p>iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</p> <p>iv. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>
ITB 25.2	Cases of “Withdrawal of Bid” and “Modification of Bid” has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal of MAHA-Metro. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of MAHA-Metro. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders’ representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>

ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal of MAHA-METRO.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>
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E. Evaluation, and Comparison of Bids

ITB 26.4 (Additional Para)	<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>
ITB 29.1.1 (Additional Para)	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <ul style="list-style-type: none"> • All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium • The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal of MAHA-METRO through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium • has been accompanied by a valid Bid Security; and • meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected • meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17 <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
	<p>Replace existing ITB 32 and its sub-Para as under</p>
ITB 32.1	<p>Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange Rates of Reserve Bank Of India at the close of business of the Reserve Bank of India on 7 days prior to the day of Bid submission, and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.</p>
ITB 33.1	<p>Margin of purchase preference shall be applicable as per MAKE IN INDIA POLICY 2017 (latest Revision at the time of Submission of Bid). The relevant Circulars / office Memorandum enclosed attached as an Annexure-II A of BDS.</p>

ITB 34.1	No subcontractor is nominated by Employer.
ITB 34.2	Not Applicable
ITB 34.3	Not Applicable
ITB 34.4 (Additional Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.</p> <p>For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>The Subcontractor / Vendor shall fully comply with the technical specifications included in the Scope of Work.</p>
ITB 35.2	<p>Replace existing ITB 35.2 as below:</p> <p>For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above only.</p> <p>Price variation clause will not be considered for financial evaluation.</p>
ITB 35.5	<p>As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government Of India.</p> <p>(No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid)</p> <p><u>Hence following pertains to ABG is not applicable to this tender.-</u></p> <p>If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Bank Guarantee (APG) at the rate of 10% of the difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG).</p> <p>Additional Performance Guarantee (APG) shall be calculated as under:-</p> <p>A=Estimated cost of the work;</p> <p>B=Quoted price by the bidder;</p> <p>Difference of cost, C=A-B, if C > (10%A), then</p> <p>APG = (C-10%A) x 10/100</p> <p>However, such bid may be accepted by employer solely at their discretion, after going through the cost analysis submitted by the bidder and finding it workable.</p>
ITB 35.6 (Additional Para)	Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall

	not be taken into account in Bid evaluation.
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F. Award of Contract

ITB 39.1	Replace the existing ITB 39.1 with the following: Subject to ITB 38.1 and ITB 39.2 , the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6 , provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4 .
ITB 39.2 (Additional Para)	In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.
ITB 40.4 (Additional Para)	The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
ITB 42.1	The successful tenderer will have to deposit a Performance Security @ 3% (Three Percent) of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of Bank Guarantee issued by a Scheduled Commercial Bank, having business office in India and 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 all the contractual obligations of the successful bidder.
ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additional Para)	Guarantees and Warranties The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with ITB, BDS, Conditions of Contract and Section-7-Contract form .
ITB 44 (Additional Para)	Insurance: Bidder has to obtain Insurance policies as mentioned in the Conditions of Contract.

Annexure- 2B
(Tool Kit for using E-Tender Portal of MAHA-METRO)
TENDERING PROCEDURE

A] Tender Forms.

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

B] Pre-requisites to participate in the Tenders processed by MAHA-METRO:**i. Enrolment of Contractors on Electronic Tendering System:**

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

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

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

ii. Obtaining a Digital Certificate:

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

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

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

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

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

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

iii. **Recommended Hardware and Internet Connectivity:**

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

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

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

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

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

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

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

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

i. Preparation of online Briefcase:

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

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

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

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed **Tender Notice (NIT)** along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA-METRO and **Eligibility Criteria (EQ)** on the home page of MAHA-METRO e-Tendering Portal on <https://mahametrorail.etenders.in> under the section Online Tenders. Viewing & downloading the **NIT & EQ** is free of cost.

iii. Download of Tender Documents:

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

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash Component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.*
- d. Bidder have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. *Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.*
- g. For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (✓) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.

- i. *Physical Sign & seal of bidder on each page of Bid Documents available online is not required.*
- j. All required enclosures as per bid document shall be uploaded in "Technical Envelope" / "Technical Section" of E-Tender portal by using DSC of bidder.
- k. The "Technical Envelope" / "Technical Section" of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb only at each entity.
- l. If bidder are desirous to upload a file more than 20mb size , he shall spilt the file in two or more parts of 20mb or lesser than 20mb each and can upload the same at appropriate **Technical Template** or "**Additional Document**" section of "**Technical Envelope/section**" of E-Tender Portal.

Note: -

- * **Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**
- * **NEFT/RTGS option will be depend on the amount of EMD.**
- * **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering**

Portal.

v. Short listing of Contractors for Financial Bidding Process:

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

vi. Opening of the Financial Bids:

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

vii. Tender Schedule (Key Dates):

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

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

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

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online

Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

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

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

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

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering. General

Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website

to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related

issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

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

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

Miscellaneous Conditions:

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

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

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

Personal Information

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

Payment Gateway Disclaimer: The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in

the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User

SECTION - 3**ELIGIBILITY & EVALUATION CRITERIA****3.1 General Descriptions: -**

1. The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.

2. Bidders shall not have a conflict of interest. The bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:

(a) Submit more than one tender for the work.

(b) If bidders in two different tenders have controlling shareholders in common.

(c) If bidders have common partner/s.

(d) If bidders having any family relation with the any employee of MAHA-METRO.

3. A firm, who has purchased the tender document in their name, can submit the tender as an individual firm only. **Tender from Joint Ventures/Consortiums of firms is not allowed.**

4. The eligible bidder shall be an Indian Company/firm having experience of providing Vehicle Hiring Service for the Departments of the Government of India/ Any State Government /Statutory Bodies/Autonomous Govt. Institutions/Govt. Universities/Public Sector Banks or Local Govt. Bodies /Municipalities/ PSUs / Listed Companies in BSE/NSE, since last five years (Preceding years reckoned from **30.09.2022**).

5. Bidder must not have been **Banned/Blacklisted/Debarred**, which is in force on the 'latest date of Submission of the Bid':

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

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

or

(ii) *any department of Government of Maharashtra*

or

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

6. Bidder or any member of proposed JV/Consortium for this bid, should not have been listed in the **exclusion list of World Bank**, on the 'latest date of Submission of Bid'.

3.2 Minimum Eligibility Criteria:

1. Experience: - The bidder will be qualified only if they have **Similar Work* experience** for the Departments of the Government of India/ Any State Government /Statutory Bodies/ Autonomous Govt. Institutions/ Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs during last **Five (05) years** reckoned from **30th September-2022 and should be either of the following:**

a) The Bidder must have received payment of not less than Rs. 9.6 Lakhs towards the Similar Work* under One Contract.

Or

b) The Bidder must have received payment of not less than Rs. 6.0 Lakhs each towards the Similar Work* under Two Contracts.

Or

c) The Bidder must have received payment of not less than Rs. 4.8 Lakhs each towards the Similar Work* under Three Contracts.

Similar Work*: Providing services of Vehicles (Passenger of Utility vehicles) on Hire Basis” to a Departments of the Government of India/ Any State Government / Statutory Bodies/ Autonomous Govt. Institutions/ Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs during last Five (05) years (Preceding years reckoned from 30th September 2022).

Note: - Bidder's attention is drawn towards the following while furnishing the experience certificate of Similar Works.

i. Experience Certificate signed & stamped by Client/Employer with address & contact no's /email ID, clearly indicating the Amount received towards this deployment will only be acceptable.

ii. Any Fraudulent /fabricated/forged document related to experience if submitted shall result in rejection of the bidder along with the action of penalizing bidder through debarment or forfeiture of bid security or both.)

2. Financial Criteria: The bidders will be qualified only if their average annual turnover for last three (03) audited financial years for FY 2021-22, FY 2020-21 and FY 2019-20 from (Similar Work*) is not less than Rs. 24 Lakhs. (Only Summary of annual turnover Certified by CA, to be enclosed). In case audit of FY 2021-22 is not yet completed, the bidder has to submit an undertaking for the same and in that case average annual turnover of FY 2020-

21, FY 2019-20 and FY 2018-19 will be considered.

3. GST Registration: - The bidder must have a valid GST registration under the relevant act. Bidder has to submit self-attested copy of the certificate of registration under GST Act.

4. Income Tax Registration- The bidder must have a valid Income tax registration under the relevant act. Bidder has to submit self-attested copy of the PAN card.

5. Statutory Registration: Registration under Shop Act License certificate/ Certificate of Incorporation in Company Act/ Statutory Registration / (As the case may be).

4. Evaluation Criteria:

1. Technical Evaluation: -

Bidder who fully meet the above eligibility criteria shall be treated as technically qualified. Financial bid of bidders who fail to meet to above minimum eligibility criteria shall not be opened & his bid shall not be evaluated further.

2. Financial Evaluation: -

(a) Financial Bid of only technical qualified bidder as per above shall be opened.

(b) Amount quoted by bidder shall be compared & the work shall be awarded to the bidder whose quote is the lowest.

Special Notes:

(i) **Similar Work*: Providing services of Vehicles (Passenger of Utility vehicles) on Hire Basis”** to a Departments of the Government of India/ Any State Government / Statutory Bodies/ Autonomous Govt. Institutions/ Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs **during last Five (05) years (Preceding years reckoned from 30th September 2022).**

(ii) Experience Certificate of Completed Works shall be signed & stamped by Client/ Employer with contact address, clearly describing the number of vehicle provided by the bidder, Original contract value and Actual Amount received (Including VAT/ Service Tax/ GST) under the contract.

(iii) Certificate issued by any Individual / Private firm / Company / Private Limited Company /Private Corporates shall not be considered for evaluation.

(v) All submitted work certificate, documents shall be certified copy of original, without any unauthorized change/ alteration/ correction/ concealment/ forging/ Tampering/ fabrication. Any document pertains to bidder's eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.

(vi) The Bidder shall submit summary of **(Similar Work*)** in the **Form given in Section-7** along with documentary proof such as client's certificates.

(vii) Summary of Financial data for last three audited financial years required to be submitted by the Bidder and certified by Chartered Accountant with his stamp and signature **(Only Summary of Financial Turnover, certified by Chartered Account, required to be enclosed with the bid).**

(viii) The Bid submitted without the documentary proof of eligibility criteria as stated in section -3 and Section -4 shall not be considered for Technical & Financial Evaluation.

(ix) No JV/Consortium is permitted to participate in this bid. Subletting / Sub-contracting of entire work is not permitted.

SECTION – 5**SCOPE OF WORK****5.1 GENERAL**

MAHA-METRO has its head quarter located in 1st Floor, Metro Bhawan, near Diksha Bhoomi, East High Court Road (VIP Road), Nagpur-440010. MAHA-METRO desires to hire Utility Vehicles (Tata 207 or equivalent) for 24 hours every day (24 x 7) on monthly basis for Transportation of Men and Material for Maintenance Department of Maharashtra Metro Rail Corporation Limited. To meet this requirement, an Agency/ Firm/ Company for providing the above stated services required to be associated under contract agreement. This service contract shall be for a **period of 12 (Twelve) Months** effective from the date specified in the LOA.

A. LOCATION OF SERVICES

The successful bidder shall provide the service in the city of Nagpur, but in the event of requirement the service of vehicle may be used in entire state of Maharashtra.

B. TIMING, DURATION AND OTHER REQUIREMENTS OF SERVICES

- a. The Utility vehicle deployed under this contract shall be available for 24 hours on all days during the entire contract period.
- b. Contractor/Service Provider shall depute required numbers of drivers (not less than two) to ensure uninterrupted services.
- c. In the event of scheduled maintenance Contractor/Service Provider on its own cost shall provide similar vehicle with no delay to ensure round-the-clock services.
- d. In the event of break-down of vehicle, Contractor/Service Provider on its own cost shall provide similar vehicle within 3 hours to ensure uninterrupted services.
- e. At the time of reporting of vehicle, it should be well prepared in all respect.

C. REPORTING TO DUTY

The Contractor/Service Provider should ensure that the driver with the vehicle report for duty:

- With valid Driving License/ Vehicle Insurance Certificate.
- Tank full with Fuel.
- Driver in decent dress.
- Driver with proper shave and haircut.
- The driver engaged should broadly aware of Major routes of Nagpur/MH.
- Driver should not have any criminal case against him.

5.2 **AGE & FITNESS OF THE VEHICLE & OTHER REQUIREMENT**

- a. The deployed vehicle shall be mechanically fit and registered not earlier than **October'2019**. Vehicle to be provided by the agency should not have been run more than 75,000 KMs as of 1st day of deployment.
- b. The vehicle should be equipped with all required safety equipment, stepony, fire extinguisher, Tool Kits, First-aid box, Torch, Mobile Charger, Audio System, clean seat covers, Reading Map, Tissue paper box, Car perfume, Seat Belt, Umbrella during Monsoon. The Driver shall always carry a mobile phone to communicate with the officers of MAHA-METRO.
- c. The vehicle to be deployed should be washed daily & interiors should be wiper & sprayed with fragrances.
- d. Bidder shall arrange substitute Utility vehicles equivalent to "Tata 207" registered in requisite class/group not earlier than October-2019 on immediate basis in case of Break-Down/ repair/ servicing of the vehicle deployed under this contract.
- e. Above facilities shall be provided by service provider at his own cost.

5.3 **OPERATIONAL CHARGES**

All operational charges, Fuel & Lube, consumables, maintenance charges, taxes, penalties, insurance, road taxes, **Toll charges, Parking charges**, wages of driver shall be borne & arranged by service provider. The service provider shall ensure that the driver should always have minimum **Rs. 2,000/-** in cash with him to meet any incidentals or urgent expenses on duty.

5.4 **DRIVER'S ETIQUETTE & OTHER REQUIREMENT**

5.4.1 Drivers deployed with the vehicle should be trained, disciplined, well behaved, poses good etiquette & social behavior. It is compulsory to wear a neat uniform for all drivers deployed with MAHA-METRO. Each driver shall wear an identity card with all required particulars like name, address, photo, age, blood group, emergency contact numbers etc. Service provider shall ensure the above at his own cost. The Service Provider should also provide bio-data of driver in advance who would be deployed on duty.

5.4.2 If it is found that the driver's behaviors and service quality is not good or not satisfactory or vehicle condition is not up to the standard, Maha-Metro reserve the right to hire similar vehicle from other successful vendor and if all the vendor doesn't comply to these tender condition while execution, the same shall be hired from the local market, after serving one week notice to all the successful vendors, with accepted rate and same terms & conditions of the contract. The Contractor / Service provider should have to follow rules laid down by Maha-Metro.

5.4.3 Speed Limit:

The driver of the tenderer's vehicle shall observe the safe speed limit in the town, on the high ways and shall not resort to any negligence/ reckless driving.

5.4.4 Tea/Lunch Break:

The driver of the vehicle shall be available in or around the vehicle at all times, and shall report for the assignments at a short notice. However, a tea/lunch break will only be allowed with prior permission of the concerned Officer/user of the vehicle. Tea/lunch shall not be allowed to driver's residence during the duty period, and the vehicle should not be used for this purpose by the Driver.

5.4.5 Parking Place:

During the hire period the contractor's vehicle shall always be parked at the place allocated by the MAHA-METRO, Nagpur office for the purpose, inside MAHA-METRO premises.

5.4.6 Consumption of Liquor/Drugs:

The tenderer shall ensure that the driver of his vehicle doesn't report for duty under the influence of liquor. He shall also ensure that he conducts himself in a proper and orderly manner at all times, while on assignments under the contract resulting from this tender, and any lapse in this regard leads to termination of contract without any notice in this regard and decision will be final and binding on the contractor.

5.4.7 Playing Cards/Gambling:

Playing cards/gambling are totally forbidden inside MAHA-METRO premises. Any driver found violating these rules will be liable for replacement of his services forthwith and the Service Provider shall arrange the replacement with immediate effect.

5.4.8 Security:

The tenderer shall make his own reasonable arrangement for the safety of his vehicle. MAHA-METRO will not be responsible for loss due to any reasons.

5.5 LEGAL & STATUTORY REQUIREMENT

Prior to deployment of vehicle, the service provider shall arrange all legal & statutory documents pertain to the deployed vehicle at his own cost. Following documents shall accompany the vehicle in original.

- a) Valid Registration of vehicle in appropriate class
- b) Insurance of vehicle, driver and passengers
- c) Fitness Certificate (If required)
- d) PUC certificate.

- e) Valid driving license of driver in appropriate category.
- f) Necessary permit / Road tax etc.
- g) Any other Documents required as per local law of Nagpur & Maharashtra State.
- h) Service Provider shall also make arrangement of driver's Provident Fund, Health Insurance Policy, Monthly Salary etc. MAHA-METRO will not be responsible for same.
- i) The insurance of vehicle & its driver, PUC certificate / Fitness Certificate shall be obtained by service provider.

5.6 **PARKING CHARGES. TOLL TAXES. ENTRY TAXES**

All parking charges, toll taxes, entry taxes during on duty running of vehicle shall be paid by service provider.

5.7 **FINE / PENALTIES BY STATUTORY AUTHORITY**

Any fine or penalties imposed by statutory authority / law enforcing authority due to rash driving of vehicle, not obeying traffic rules by driver, disobeying/ misbehaving with police or law enforcing authority, wrong parking, parking in No Parking Zone, Honking, inadequate documents with vehicle shall be borne by service provider.

5.8 **BREAK DOWN SERVICES**

Though the deployed vehicle should be technically fit in all respect, but in case of any breakdown due to accident/ unforeseen reason the service provider shall arrange the toeing of vehicle to the workshop, necessary repairing at his own cost. A suitable & equivalent replacement shall be provided by service provider within 2 (Two) hours.

5.9 **MEASUREMENT, RECORDING OF TIME & DISTANCE**

Each vehicle shall accompany with a LOG BOOK. Its duty of driver to enter the time of reporting at the office of MAHA-METRO or at the place of reporting as decided by Officers of Maha-Metro within the municipal territory of City of Nagpur. Following provision shall apply in this regard.

- (a) The travelled distance shall be measured by an untampered, sealed & calibrated odometer fitted with the vehicle. The service provider shall ensure the correctness of odometer and a test certificate shall be produced by service provider on demand by billing authority of MAHA-METRO.
- (b) Each day's reporting time, place visited and initial & final reading of odometer shall be entered in LOG BOOK by driver & get verified by user Official of MAHA-METRO.
- ~~(c) As the vehicle shall be on duty "24 x 7", no additional distance shall be payable for to & fro journey from night parking yard/ garage of vehicle to place of reporting.~~

5.10 **OUT STATION JOURNEY (OUT OF CITY OF NAGPUR)**

The vehicle hired under this contract may be used for out station journey (**out of City of Nagpur**). In event of outstation journey the driver should have sufficient money to meet the fuel/ minor repairing/ breakdown expenses. Out station journey plan shall be intimated to service provider sufficiently before the schedule.

If night stay is required in event of outstation journey, accommodation for driver shall be provided by Maha -Metro in dormitory class up to **Rs. 500/per night**. No Food allowances shall be provided by Maha -Metro.

5.11 PERIODICAL MAINTENANCE

The service provider at his own cost shall arrange periodical maintenance of vehicle as per manufacturer's recommendations for the vehicle put in services of Maha-Metro. Maha-Metro shall not bear / reimburse any such expenses.

The detail of periodical maintenance done shall be recorded by service provider in Vehicle Maintenance Log Book.

Regular inspection of the vehicles will be done by the service provider. In the event of non-satisfaction of the user official of MAHA-METRO, either due to driver or performance of vehicle as the case may be, the service provider shall provide a suitable replacement immediately.

5.12 TRAINING OF DRIVERS

The drivers deployed with the vehicle should be adequately trained with basic official etiquettes & must be familiar with all traffic norms/ rules. They should also possess basic technical knowledge of automobiles and capable to handle minor technical issues associated with vehicle. It's the responsibility of service provider to train the drivers & arrange a refreshing training time to time.

SECTION - 6**CONDITIONS OF CONTRACT****6.1 GENERAL**

- a. The period this contract shall be **12 (Twelve) Calendar Months from the date specified in the LOA. “Letter of Acceptance” (LOA)** means the letter issued by MAHA-METRO to the Service Provider communicating the date on which the work/services under the contract are to be commenced.
- b. The principal place of work under this contract shall be in city of Nagpur.
- c. The service provider shall not have any claim other than scope of the work defined in Section-5 of the contract document & the scope of the work shall not be interpreted otherwise in any circumstances.
- d. The Service Provider’s personnel shall not have any right to claim any benefit/ compensation / absorption/ regularization of services with MAHA-METRO under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- e. MAHA-METRO shall not be under any obligation for providing employment to any of the worker of the Service Provider during and after the expiry of the contract. MAHA-METRO does not recognize any employee employer relationship with any of the workers of the Service Provider.
- f. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act and various other Acts as applicable from time to time with regard to the personnel engaged by the service provider.
- g. Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider’s personnel shall be directly borne by the Service Provider including all expenses/fines. The concerned Service Provider’s personnel shall attend the court as and when required.
- h. The Service Provider & his personal deployed with the vehicle shall not damage any property, asset and equipment of MAHA-METRO. Any such damage occurred by his personals shall be compensated by Service provider.
- i. During the course of contract, if any Service Provider’s personnel are found to be indulging in any corrupt practices causing any kind of loss to MAHA-METRO, MAHA-METRO shall be entitled to terminate the contract forthwith duly forfeiting the Service

Provider's Performance Guarantee & blacklisting / debarment from the all forthcoming tenders of Maha-Metro.

- j. The Service Provider shall indemnify and hold MAHA-METRO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.
- k. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by MAHA-METRO from the agency.
- l. If any underpayment is discovered, the amount shall be duly paid to the agency by MAHA-METRO.
- m. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by MAHA-METRO.
- n. The transportation to work place & back, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and MAHA-METRO will not entertain any claim in this regard.
- o. The Service Provider shall be accessible / contactable at all times and message sent by telephone/ email/ Fax/ Special Messenger from MAHA-METRO to the Service Provider shall be acknowledged & acted upon immediately on receipt on the same day.
- p. The service provider shall depute two coordinators, who would be responsible for immediate interaction with MAHA-METRO so that optimal services of the persons deployed by the service provider could be availed without any disruption.

6.2 PERFORMANCE BANK GUARANTEE:

The successful bidder will have to deposit a **Performance Security @ 3% (Three Percent)** of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of **Bank Guarantee** issued from **Scheduled Commercial Bank** having business office in India & drawn in favor of "**Maharashtra Metro Rail Corporation Limited**". The performance security should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the bidder.

6.3 CONTRACT AGREEMENT

The successful bidder shall sign the Contract Agreement with Maha-Metro within 30 (Thirty) days from the date of issue of LOA. The successful bidder shall arrange the necessary Non-judicial stamp papers of requisite value (i.e.Rs.500 presently) and be present at the office of Maha Metro in person to sign the Contract Agreement. The

contract agreement can be signed by the bidder himself or through a Power of Attorney. The person deployed for signing the agreement shall produce and submit the original Registered Power of Attorney to the office of Executive Director /Procurement of Maha Metro.

6.4 ADVANCE PAYMENT

No advance payment is admissible in this contract.

6.5 PAYMENT TERMS

- a. The quantities given in Financial Bid are tentative and the actual payment shall be made as per number/ quantity of task executed against each item.
- b. The payment shall be done on monthly basis upon submission of certified log book / payment sheet by user of the vehicle i.e. Maha-Metro officials in case of vehicle hired on Monthly Basis.
- c. The vehicle hired on daily basis, separate individual bill certified by Maha-Metro official, shall be submitted by service provider within 02 (Two) weeks.
- d. The standard terms of payment are within 30 days from the date of submission of bills in duplicate along with certificate issued by the competent authority in MAHA- METRO. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS. All the statutory liabilities will be paid by the Service Provider. The payment shall be in proportion to the completed items as per Financial Bid Section-9.
- e. 100% payment will be made after completion of item provided in financial bid (section-9) and executed / completed quantity certified by competent authority of MAHA-METRO within 30 Days of submission of bill.

6.6 INSURANCE

- a. Successful Service Provider shall arrange proper & adequate insurance cover to all his vehicle assets, people and staff engaged in the execution of work (including the third party if required) at his own cost.
- b. All liabilities arising out of accident or death of the staff & employee of service provider, while on duty shall be borne by the Service Provider.
- c. All medical expenses / compensation towards the sickness / disability of personal shall be arranged by Service Provider at his own expenses.
- d. Any losses of assets, loss of human life, loss of profit in business shall not be compensated by MAHA-METRO.

6.7 SUBCONTRACTING

The Service Provider shall not engage any sub-contractor or transfer the contract to any other person in any manner.

6.8 INCOME TAX

TDS towards income tax/GST and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by MAHA-METRO.

The accepted rate under this contract shall be inclusive of GST.

6.9 PENALTY CLAUSE

The successful service provider shall strictly adhere to the conditions of the contract agreement failing which penalty shall be imposed as per following provisions.

Sr. No.	Description of Event	Penalty
(a)	Vehicle deployed is older than 1 st October'2019 model (year of registration)	10% of the monthly /daily bill of the vehicle as the case may be
(b)	Absence of the vehicle	Deduction of monthly rental on pro-rata basis for the days of Absence In addition to this, penalty of Rs.1000/- per day for the days of Absence
(c)	Driver's Misbehavior such as disobedience, using abusive languages, physical intimidation or under the influence of any intoxication/ drunken condition on duty/ use of any contraband drugs/ involve in unethical or illegal activity.	Rs.2000/- on 1 st offence Rs.4000/- on 2 nd offence Rs.5000/ plus Removal of Driver on 3 rd offence
(d)	Excess claim of mileage/KM	1. Rs.1000/- on 1 st offence 2. Rs.5000/- on 2 nd offence 3. Termination of Contract on 3 rd offence
(e)	Meter tampering resulting in fast meter	Rs. 5000/- on 1 st offence Rs. 8000/- on 2 nd offence Rs.10000/- on 3 rd offence If it is detected thereafter the Contract Shall be terminated.
(f)	Any other deficiencies such as defective vehicle, lack of fitness of vehicle, inadequate fuel on duty, lack sincerity of driver.	Rs.500/- will be imposed on daily basis
(g)	In event of non-satisfactory services (either due to driver or performance of vehicle), the vehicle requires to be replaced by good ones.	Failing which Rs.1000/- will be imposed on daily basis.

6.10 FORCE MAJEURE

Force Majeure if at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, wars, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party

shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option terminate the contract.

6.11 TERMINATION OF THE CONTRACT

- a) In case of any material violation (As described in Section-5, Scope of Work read with Section 9 (Financial Bid) and any terms and conditions described in bid documents) by the Service Provider, MAHA-METRO reserves its right to unilaterally terminate the contract.
- b) The contract may also be terminated if the service provider is involving in corrupt & fraudulent practices/activities, Vehicle deployed with MAHA- METRO is used by owner / bidder in any illegal / unethical activity, which is prohibited by the law of the land.
- c) The contract may also be terminated due to reasons specified in Clause 6.10 above.
- d) The contract may also be terminated before the contract period owing to deficiency in service or substandard quality by the Service Provider or cessation of the requirement of work. MAHA-METRO, however, reserves the right to terminate this contract at any time after giving one week's notice to the selected service providing firm /company. In the event of termination of contract due to reasons above, the Performance Bank Guarantee shall be forfeited.

6.12 PAYMENT AFTER TERMINATION

In circumstances of termination, whatever the reason, the all payable amount shall be reconciled by MAHA-METRO. The work done by service provider till he effective date of contract termination date shall be accounted for paid to the service provider after deducting all statutory liabilities & penalties if any.

6.13 LIMIT OF LIABILITY

- i. The liability of service provider / successful contractor under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- ii. The liability of service provider to MAHA-METRO shall be limited up to the awarded cost of the work.
- iii. The service provider shall, subject to the limitation specified in Clause 6.13 (ii) above, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to:
 - a. Deficiency in services rendered by the service provide,
 - b. In case of the case of gross negligence or willful misconduct on the part of the Service

provider's or on the part of any person or a firm acting on behalf of the Service provider's in carrying out the Services, the Service provider's, with respect to damage caused by the Service provider's to the Client's property. This limitation of liability shall not include: -

- vi. The service provider's liability, if any, for damage to Third Parties caused by the Service provider's or any person or firm acting on behalf of the Service provider's in carrying out the Services;
 - a. be construed as providing the service provider with any limitation or exclusion from,
 - b. Liability which is prohibited by the Applicable law.

6.14 STATUTORY OBLIGATIONS

- a. The Service Provider is required to obtain relevant statutory documents/ license/permits from competent government authority as and when required and a copy of the same shall be made available to MAHA-METRO.
- b. The Service Provider shall be under obligation and solely responsible to comply with all statutory requirements in respect of the business and services provided by them. MAHA-METRO shall not be a party to any dispute arising out of such statutory requirements.
- c. The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise. In case, the service providing firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof MAHA-METRO is put to any loss, obligation, monetary or otherwise, MAHA-METRO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.

6.15 FRAUD AND CORRUPT PRACTICES

- i. The bidder applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MAHA-METRO may reject at tender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of MAHA-METRO under Clause-(i) herein above, if a bidder is found by MAHA-METRO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall

not be eligible to participate in any tender floated by MAHA-METRO.

- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6.16 LEGAL

- a. Persons deployed by the service provider shall not be less than 18 years of age, which is prohibited & punishable under relevant child labor act. **An affidavit** (Form B-8) stating the above is to be enclosed with the bid.
- b. The bidder shall also ensure that no case of sexual harassment/abuses take place at his premises / Office with the female employee out sourced to MAHA-METRO under the above bid and comply the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013).
- c. Any third party claim out of preview of Contract Agreement with MAHA-METRO, shall be sole responsibility of successful bidder.

6.17 EXTENSION OF CONTRACT PERIOD AND VARIATION IN QUANTITIES

The contract shall continue for a period of 12 (Twelve) months. However, the period of the contract may be further extended after completion of contract period, as per discretion of MAHA-METRO for an additional period of maximum 12 (twelve) months. The service provider has to provide his services during the extended period at the accepted contractual terms & conditions and rate. However, if further extension is necessitated the same may be extended on the mutually agreed rate. The other terms and conditions of contract shall remain same.

6.18 VARIATION & QUANTITIES

The quantities provided in financial bid (Section-09) is provisional & may vary up to 100% both way. The service provider shall provide the services on accepted rate irrespective of quantum of variation. In case the negative variation the payment shall be made for actual number of vehicle deployed with Maha-Metro/ for the number of vehicle whose services are availed. No compensation is payable to the service provider in case of reduction in number of deployment of vehicle / days of service availed by Maha-Metro. Payment shall be made as per actual service availed by Maha-Metro upon certification of officials of Maha-Metro.

6.19 PRICE VARIATION

The rates as per the accepted Bill of Quantities / Pricing Document shall be applicable till the completion of the Works and will be varied only to the extent of permissible price variation under this clause.

Payment as per the Contract shall be subject to adjustment in accordance with the following Price Variation formula, and other terms given herein, to provide for variation in the market rates of fuel during the currency of the Contract: Where:

V_F	Total adjustment on account change in rate of fuel during execution: $R * \frac{W_f - W_{fD}}{W_{fD}}$
R	Total fuel consumption for the month for which price variation is being calculated which will be calculated considering mileage @ 13 Km/ Ltr
W_{fD}	The rate of Diesel (Retail Selling Price at Delhi) per liter as published on website: (https://www.hindustanpetroleum.com/PriceBuildup) for the 1 st day of previous month in to the month of Bid Submission (Base Date).
W_f	The rate of Diesel (Retail Selling Price at Delhi) per liter as published on website: (https://www.hindustanpetroleum.com/PriceBuildup) for the 1 st day of the month for which price variation is being calculated.

Note: The Service Provider shall take printout of the "details of Price Buildup" from the link mentioned above every month, get it certified from the Officer-in-charge and retain it for billing purpose before the same is removed from the website.

6.20.1 Adjustment on account of Price Variation:

Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the Contractor.

After verifying the bill, the Officer In-charge of Maha-Metro shall certify the adjustment amount and advise the same to the Employer along with the 'On Account' bill. Should any extra amount be due to Contractor, the Employer shall pay the same as far as possible within 28 days of certification by Officer In-charge of Maha-Metro. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest.

This price variation will be paid on monthly basis.

6.20.2 Price Variation during extended period of completion:

The price variation as calculated according to Cl. 6.20.1 above shall be applicable during extended contract period of 1 year also.

6.21 DISPUTE RESOLUTION

1. Any dispute/ difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties it shall be resolved amicably by the Executive Director /admin (officer in charge). If not resolved at the level of Officer-In-Charge of the work the matter may be represented by service provider to the next higher authority of MAHA-METRO.

2. Conciliation

- a) Within 30 days of receipt of Notice of Dispute, either party shall refer the matter in dispute for Conciliation.
- b) Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If this invitation is not accepted, then the Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.
- c) The Conciliation shall be undertaken by Conciliator(s) selected from the panel of Conciliators.
- d) The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

3. Conciliation procedure

- a) Maha-Metro shall maintain a panel of Conciliator, who shall be from serving or retired Engineers/ Financial Experts/ Legal Experts of Government Departments or of Public Sector Undertakings. Out of this panel, a list of three Conciliator shall be sent to the tenderer who shall choose one of them to act as Conciliator and conduct Conciliation proceedings in accordance with Arbitration and Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.
- b) There will be no objection if Conciliator so nominated is a serving employee of Maha-Metro, who would be General Manager level officer and above.
- c) Maha-Metro and the tenderer shall in good faith co-operate with the conciliator and in particular shall endeavor to comply with the requests by the conciliator to submit written materials, provide evidence and attend meetings.
- d) Each party may on his own initiatives, or at the initiative of the conciliator, submit to the Conciliator suggestions for the settlement of the dispute.
- e) When it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observation.
- f) If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the conciliator may draw up or assist the parties in drawing up a settlement agreement.
- g) When the parties sign the settlement agreement, it shall be final and binding on the parties and the persons claiming under them respectively.
- h) The conciliator shall authenticate the settlement agreement and serve a copy thereof to each of the parties. As far as possible, Conciliation proceedings should be completed within 60 days of the receipt of notice by the conciliator.
- i) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings

4. Termination of conciliation proceedings

The conciliation proceedings shall be terminated:

- a) By the signing of settlement agreement by the parties on the date of agreement.

- b) By written declaration of the conciliator, after consultation of the parties, to the effect further efforts at conciliation is no longer justified on the date of declaration; or
- c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) By a written declaration of one party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.
- e) Upon termination of the conciliation proceedings, the conciliator shall fix the costs of conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

5. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, thereof shall be referred to Arbitration in accordance with the following provisions:

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

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

- a) Within 60 days from the day when a written and valid demand for arbitration is received by MD/ Maha Metro, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha Metro then MD/Maha Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- b) Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

- c) The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time scheduled for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavor to adhere to time scheduled for early finalization of Award.
- d) The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- e) A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

7. Interest on Arbitration Award

Where the arbitral award is for the payment of money no interest shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

8. Cost of Conciliation/ Arbitration

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

9. Jurisdiction of Court

In case of any dispute which is remains unresolved, the same Judicature of Court shall be High Court of Judicature at Bombay, Bench at Nagpur.

Annexure -6 A
Corrupt and Fraudulent Practices Policy

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

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

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

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

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

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

- (a) Corruption of a public officer means:
 - The act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
 - The act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- (b) A *"public officer"* shall be construed as meaning

- Any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
 - Any other person who performs a public function, including for a State institution or a State- owned company, or who provides a public service;
 - Any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- The act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - The act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

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

SECTION -7
Bidding & Contract Form

FORMS FOR BIDDING

(Form-B-1 to Form-B-10 is to be submitted by bidder along with the technical bid)

FORM-B-1

(TO BE FURNISHED BY BIDDER ALONG WITH TECHNICAL BID)

1.	Bidder Type Bidder's Name (Company Name)	(Single Entity/ JV/ Consortium) Bidder Name: <i>(in case of JV/Consortium, Please mention full name of JV/Consortium, number of JV/Consortium members with their capacity (lead member/ other member etc) and % participation)</i>
2.	Registered address and Nationality	
3.	Address of Correspondence	
4.	Name of Proprietor/Director of Company	
5.	Certificate of incorporation/ Statutory Registration/Shop Act License No. and Validity Period/Date. Certificate No & Date supported by copy of certificate. (If applicable)	
6.	Nature of Business & Establishment Year (as mentioned in Incorporation certificate)	
7.	Telephone Nos.	
8.	Fax Nos.	
9.	Mobile No.	
10.	E-mail ID	
11.	Contact Person Name Designation Mobile E-mail	

12.	Organizational Capability (Staff strength)		
13.	PF/ESI Details: Reg. No. PF Reg. No. ESI Reg. No. Service Tax		
14.	PAN Details: PAN No.		
15.	A brief enlistment of Clients with whom your organization has worked (Enclosed the list supported by LOA/WO/Experience Certificate)		
16.	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)		
17.	Already established office at Nagpur	YES	NO
18.	If Yes, Complete address with contact no of Nagpur.		
19.	Whether have conflict of Interest as per Point 2 of Sub-Clause 3.1 of the Bid Document <i>Marking "Yes" as "✓" will disqualify the bidder</i>	YES	NO
20.	Name & Signature of the person furnishing the above statements		

Notes: -

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

FORM-B-2**DECLARATION**

I, _____ Son / Daughter /Wife of
Shri. _____ Proprietor/Director, authorized
signatory of the bidder, mentioned above, is competent to sign this declaration and execute
this tender document;

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender & forfeiture my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place

FORM-B3**Average Annual Turnover of the Bidding Agency**

Tender No. and title: _____

Bidder's Name: _____

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

Note: -

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

Form-B-4

Summary of Experience

Bidder's Name: _____

Date: _____

Tender No. and title: _____

Starting Year	Ending Year	Contract Identification
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (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 (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 (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):

Form-B-5

POWER OF ATTORNEY

(If signed by other than proprietor/owner/Managing Director/Chairman)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

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

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

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

Signed by the within named

.....[Insert the name of the executant company]

through the hand of Mr.

duly authorized by the head of the bidding firm to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

Common seal of bidding firm..... has been affixed

.....

Signature and stamp of Notary of the place of execution

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

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

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

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

FORM B-5A

UNDERTAKING

(In case the bidding firm is proprietorship firm and proprietor is the signatory of bid and this undertaking enclosed in the bid in lieu of POA on letter head of bidding firm.)

I, _____(name), S/O _____ (father's name)
_____(address) is the proprietor of the bidding firm named as _____
(firm's name) and authorize signatory as the owner of the bidding firm.

I undertake and owe the full responsibility of statement and information furnished with this bid and abide by all conditions of this bid.

_____(SIGN)

_____(NAME)

Form-B-6**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature;

Name & Designation with office Seal

Form-B-7**Affidavit****(To be typed on Non Judicial Stamped of appropriate value & notarized by Notary Public)**

This affidavit is executed at (Place) _____ on _____ (Date) by ____ (Name of the authorized person) behalf of _____ (name of the bidding firm), who is bidding for the work _____ (Name of the work), vide tender No _____ invited by Maharashtra Metro Rail Corporation Limited.

I/We hereby declare that: -

The bidder _____ (Name of the bidding firm) has not been blacklisted or debarred which is in force on the last date of Submission of the Bid,

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

- i. any Department / PSU/Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
- ii. any department of Government of Maharashtra.

or

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

Simultaneously We _____ (bidder's Name) have not been listed in exclusion list of **World Bank**.

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by Maharashtra Metro Rail Corporation Limited at any stage of bidding or even after award of the work or the execution stage of the above work, (In case of successful bidder), if the above statement is found false or fabricated.

.....
(Signature of the executant)

(Name, designation and address of the executant)

Common seal of bidding firm

Signature and stamp of Notary of the place of execution

Affidavit

(To be typed on Non Judicial Stamped of appropriate value & notarized by Notary Public)

This affidavit is executed at (Place)_____ on_____ (Date) by _____ (Name of the authorized person) behalf of _____ (name of the bidding firm), who is bidding for the work_____ (Name of the work), vide tender No_____ invited by Maharashtra Metro Rail Corporation Limited

I/We hereby declare that: -

1. I / We shall not have deployed any person under the 18 years of age, which is prohibited & punishable under Child Labour (Prohibition & Regulation) Act-1986 & its further amendments.

2. I/ We ensure that no case of sexual harassment/abuses take place at my premises / Office with the female employee out sourced to Maha-Metro as per the provision of above bid, if awarded to me/us. I am aware of the provision of “The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by **Maharashtra Metro Rail Corporation Limited** at any stage of bidding or even after award of the work ordering the execution stage of the above work. (In case of successful bidder), if the above statement is found false or fabricated or violate the relevant act of Govt. of India and Govt. of Maharashtra, I / We shall be liable for punishment as per relevant act & law of Govt. of India and Govt. of Maharashtra

.....

(Signature of the executant)

(Name, designation and address of the executant)

Common seal of bidding firm..... has been affixed

.....

Signature and stamp of Notary of the place of execution

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

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

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

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

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

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

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

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

[signature(s)]

Form-B10**Bid-Securing Declaration [Applicable if EMD/Bid Security exemption is availed by Bidder as per BDS/ITB]**

Bidder's Name: _____

Tender No.: _____

Name Of Work: _____

To,

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

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

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

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

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

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

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

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

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

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

Corporate Seal [where appropriate]

FORMS FOR CONTRACT

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

Form-C-1

Notification of Award

Letter of Acceptance

[Letterhead paper of the Employer Maha-Metro]

[Date]

To: *[name and address of the Contractor]*

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

You are requested to furnish the Performance Security @ 3% of awarded cost within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 7 – Bidding & Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Form-C-2**Contract Agreement**

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

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

The Employer and the Contractor agree as follows:

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

Section -1. Notice Inviting Tender (NIT)**Section- 2. Instructions to Bidders (ITB)****Annexure-2A. Bid Data Sheet (BDS)****Annexure-2B. Tool Kit of e-tender****Section- 3. Eligibility Criteria****Section- 4. Evaluation Criteria****Section- 5. Scope of Work****Section-6. Condition of Contract and Special Conditions of Contract****Annexure-6-A. Corrupt and Fraudulent Practices****Section -7. Bidding & Contract Forms****Section -8. List of Document to be attached.****Section-9 Financial Bid**

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Form-C-3**Performance Security****(Bank Guarantee)****Beneficiary:** _____**Date:** _____**PERFORMANCE GUARANTEE No.:** _____**Guarantor:** _____

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

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

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

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

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

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

SECTION – 8**LIST OF DOCUMENT TO BE ENCLOSED**

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

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

SECTION -9**FINANCIAL BID (Tender No- N1-O&M-15/2022)****(To be filled online on E-Tender Portal of MAHA-METRO only)**

NAME OF THE WORK: - Hiring of Vehicle for Transportation of Men and Material for Maintenance Department of Maharashtra Metro Rail Corporation Limited

SCHEDULE –A (Monthly Hiring Charges):

Sr. No.	Description	Unit	number of vehicles /Month	Nos of months	Unit Rate in Rs. to be quoted by Bidder	Total Quoted Amount	
1	2	3	4	5	6	7=4x5x6	
	Hiring of Utility Vehicle (Tata 207 or equivalent) for maintenance work of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc.) & other incidental charges						
1	Tata 207 or equivalent (Max monthly running up to 2500 Km)	Vehicle.month	1	12			
Total Amount						Rs.	
Total Amount in words							

Note: -

1. No column should be left blank.
2. All rates to be quoted by the bidder in Indian National Rupees.
3. All quoted rates by bidder shall be inclusive of all statutory compliances such as minimum wages, EPF, ESIC, etc., all the taxes, cess (direct or indirect) including GST as per prevailing norms of Govt. Of India / Govt of Maharashtra and other expenses to carry out the work including contractors profit.
4. Payment shall be done as per accepted unit rate and services of actual number of vehicle availed by Maha-Metro.

5. Above quantity of vehicles are tentative & each items may vary up to 100% both way (Positive or Negative). Successful bidder has to provide the services as per accepted rate irrespective of quantum of variation in number of vehicle. Successful service provider shall not have any claim upon the quoted amount & deployment/ engagement of number of vehicle proposed in the above BOQ.
6. The number of vehicle is proposed in the BOQ is tentative and deployment / engagement of vehicle shall be as per requirement & on discretion of Maha-Metro (Nagpur Metro Rail Project).
7. Successful Service Provider shall arrange proper & adequate insurance cover to all his assets, people and staff engaged in the execution of work including the third party insurance at his own cost.
8. The services to be provided by the successful bidder shall be for 24 hours of a day and all days of a month up to limit of Kms as stated in BOQ above. Suitable reimbursement shall be payable for extra run of the vehicle during the billing period beyond the stipulated run of 2500 Kms per month.

Illustration for Calculating the rate of Extra KMs of the Vehicle:

A. Mileage of the Vehicle considered is under the contract	:	13 Km/Lit
B. Suppose , Rate of HSD on the Base Date*	:	Rs. 90/Lit. (Rate considered in Price Built-up as per cl. 6.19)
C. From A & B above, HSD Cost per Km run	:	$(Rs. 90/lit) \div (13Km/lit) = Rs. 6.92/Km$
D. Add , 20% of HSD Cost as running, incidental and depreciation of vehicle and for adjustment to Local cost of HSD	:	$120\% \text{ of } Rs. 6.92/Km = Rs. 8.3/Km$
E. Contractual/ Agreed monthly running of Vehicle	:	2500 Km
F. Suppose , Actual monthly run of vehicle during billing period	:	2700 Km
G. From E & F above, Extra run above Agreed running	:	$2700 Km - 2500 km = 200 Km$
H. From G & D above, Extra amount payable for the extra run	:	$200 Km \times Rs. 8.3/Km = Rs. 1,660/-$

Note: *Base Date: 1st day of previous month to the month of Bid Submission

Price Build-up of Diesel at HPCL' Retail Pump Outlet at Niti Marg, Delhi

Elements	Unit	As on
		01-10-2022
Price to Dealers (excluding Excise Duty & VAT)	r /Litre	58.19
Add : Excise Duty	r /Litre	15.80
Add : Dealer Commission (Average)	r /Litre	2.56
Add : VAT (including VAT on Dealer Commission) applicable for Delhi @ 16.75% and Air Ambience Charges @ r 0.25/Litre	r /Litre	13.11
Retail Selling Price at Delhi (Rounded Off)	r /Litre	89.66

Note - The Retail Selling Prices may vary across Retail Pump Outlets at Delhi.