

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**  
**(THANE INTEGRAL RING METRO PROJECT)**

**BID DOCUMENT**

**FOR**

**Name of Work: Appointment of Public Relation (PR) agency for Thane Integral Ring Metro Project.**

**TENDER NO.**

**T1-037/ADM-03/2026**

**July-2026**



**MAHARASHTRA METRO RAIL CORPORATION LIMITED**  
**(THANE INTEGRAL RING METRO PROJECT)**

**“Procurement Department, 1st  
Floor, “Metro Bhawan” In front of  
“Diksha Bhoomi” VIP Road,  
Nagpur – 440010,  
Telefax: 0712 – 2554217**

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**NOTICE INVITING TENDER (NIT)**

 <b>THANE METRO</b>	<p style="text-align: center;"><b>E-TENDER NOTICE</b></p> <p style="text-align: center;"><b>Maharashtra Metro Rail Corporation Limited</b> <b>(Thane Integral Ring Metro Project)</b> Nagpur Metro Rail Project, Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA, Website: <a href="http://www.metro railnagpur.com">http://www.metro railnagpur.com</a> E-mail: <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a> , Telefax: 0712-2554217</p>
<b>Tender Notice No. T1-037/ADM-03/2026</b>	<b>Date: 30.06.2026</b>
<b>NAME OF WORK:</b> "Appointment of Public Relation (PR) agency for Thane Integral Ring Metro Project".	

**KEYDETAILS: -**

<b>Completion Period</b>	<b>12 (Twelve) Months</b> from the date of issuance of LOA.
<b>Documents on sale</b>	Documents can be downloaded from 16.00 hrs. of <b>01.07.2026</b> to <b>16.00 Hrs. of 15.07.2026</b> from Maha-Metro's e-Tender Portal.
<b>Cost of documents</b>	<b>INR: 11,800/- (Rupees Eleven Thousand Eight Hundred only) (Inclusive of applicable GST)</b> , non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
<b>Pre-bid Query</b>	Bidder's Queries must be submitted through e-mail ID: <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a> with subject "Prebid queries for <b>T1-037/ADM-03/2026</b> " OR in hard copy to ED (Procurement) office before <b>06.07.2026</b> upto <b>18:00 Hrs.</b>
<b>Bid Security (EMD)</b>	The Bid Security / EMD amounting to <b>INR: 30,000/- (Rupees Thirty Thousand Only)</b> shall be in the form as mentioned in the Tender Document. As per GFR-2017, Rule No. 170, Bid Security /EMD is exempted for participating bidder registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME). If applicable, the bidder shall submit " Bid Securing Declaration" as provided in Bidding forms along with a Copy of the MSE Registration Certificate.
<b>Date &amp; Time of submission of Tender</b>	Online submission shall start from 11.00 Hrs on <b>13.07.2026</b> and up till 16.00 Hrs. on Dt <b>15.07.2026</b> on Maha Metro, e- tender portal.
<b>Date &amp; Time of Opening of Technical bid</b>	On Dt. <b>16.07.2026</b> after <b>16:30 Hrs</b> in Procurement Department, 1st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.
<ol style="list-style-type: none"><li>1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO tender portal under section in e-tenders <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></li><li>2. To view this tender notice (NIT), interested Agencies may visit the Maha-Metro website <a href="http://www.metro railnagpur.com">www.metro railnagpur.com</a> or CPPP website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></li><li>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.</li><li>4. Maha Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.</li></ol>	

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

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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 “Appointment of Public Relation (PR) agency for Thane Integral Ring Metro Project”. 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 Annexure-6A.
- 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.

Section-1: Notice Inviting Tender (NIT)

Section-2: Instructions to Bidders

Section-2A: Bid Data Sheet

Section-2B: Tool Kit for e-tender

Section-3: Eligibility Criteria

Section-4: Evaluation Criteria

Section-5: Scope of Work

Section-6: Conditions of the Contract

Section-6A: Corrupt and Fraudulent Practice Policy

Section-7: Bidding & Contract Forms

Section-8: List of Documents to be enclosed

Section-9: 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 becomes the property of Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply *mutatis mutandis* to the Bids and all other documents submitted by the Bidders, and Employer will not return to the Bidders any Bid, document or any information provided along therewith.

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

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

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

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage **(as specified in BDS)**.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting **or as specified in BDS**.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder **OR as provided for in BDS in consonance with E-Tendering System**.

#### **8. Amendment of Bidding Documents**

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

#### **C. Preparation of Bids**

#### **9. Cost of Bidding**

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

- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following: **(refer BDS for additional requirement)**
- (a) Letter of Bid in accordance with ITB 12;
  - (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1 **(as specified in BDS)**
  - (d) alternative bids, if permissible, in accordance with ITB 13 **(as specified in BDS)**;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
  - (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.5, the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (h) Technical Proposal in accordance with ITB 16;
  - (i) Any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid **(as specified in BDS)**.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section-7, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB

20.4. All blank spaces shall be filled in with the information requested.

12.2. The Letter of Bid with all Schedules/ Forms shall be completed and signed by 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 inclusive 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**
- 17.1 In accordance with Section III, Eligibility Criteria, to establish that the Bidder continues to meet the criteria used at the time

### Qualifications of the Bidder

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

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 Security**

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section-7 Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. **(as specified in BDS)**

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

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

<b>General</b>	The following terms are used in the Bidding Documents shall have the same meaning and interpretations: <ul style="list-style-type: none"> <li>• ‘Tender(s)’ and ‘Bid(s)’</li> <li>• ‘Tenderer(s)’ and ‘Bidder(s)’</li> <li>• ‘Employer’s Requirements’ and ‘Work Requirements’</li> </ul>
<b>ITB 1.1</b>	<b><u>Name of Project: - Nagpur Metro Rail Project.</u></b>  It is an Open tender, any bidder who meet the eligibility criteria as per Section-3 may participate in the bid.  NAME OF WORK: Appointment of Public Relation (PR) agency for Thane Integral Ring Metro Project.  The number of the Invitation for Bids/Tender (NIT) is: <b>T1-037/ADM-03/2026</b>
<b>ITB 1.1</b>	The Employer is: <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u>
<b>ITB 1.1</b>	National Competitive Bid (NCB) The number of the Invitation for Bids (Tender No) is: <b>T1-037/ADM-03/2026</b>
<b>ITB 1.1</b>	The detailed Scope of Work under this contract is described in detail in the <b>Section-5</b> of the bid document. The Contractor has to execute the work accordingly with the approval of Employer.
<b>ITB 2.1</b>	<b>Source of Fund for the project:</b> Funded by Equity of Government of India (GOI) & Government of Maharashtra (GOM)
<b>ITB 4.1</b>	The bidder may be a firm as a Single Entity A joint venture / Consortium is not allowed to participate in this tender
<b>ITB 4.5</b>	This Bidding Process is in <b>single stage two-packet system through e-tender portal</b> & open to all eligible bidders as per <b>Eligibility Criteria</b> under <b>Section-3</b> of this Bid Document.
<b>ITB 4.7 (Additional Para)</b>	<p>a. Every Bidder, be it a single entity, is required to submit along with its Bid, a <b>Power of Attorney</b> 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 <a href="#">Section-7: Bidding Form</a>.</p> <p>b. If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm &amp; authorized signatory all document. Such declaration shall accompany with PAN Card of proprietor.</p> <p>c. If the bidding entity is a Partnership firm / Private Limited Company, all the partners shall jointly provide a Power of Attorney in the name of one partner as an authorized signatory. Such declaration shall accompany with copy of DIN numbers of all partners.</p>

<b>ITB 4.8 (Additional Para)</b>	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.
<b>ITB 4.9 (Additional Para)</b>	<b><u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u></b> 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.
<b>ITB 4.10 (Additional Para)</b>	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 <b>Section-7</b> .  For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the <b>Indian Embassy</b> or notarized/ registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed The Hague <b>Legislation Convention, 1961</b> is not required to be endorsed by the <b>Indian Embassy</b> if it, carries a conforming <b>Apostille</b> certificate. This power of attorney should be registered at appropriate authority and easily verifiable.
<b>ITB 4.11 (Additional Para)</b>	The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per <a href="#">Form in the Section-7: Bidding Forms</a> .

**B. Bidding Documents**

ITB 7.1	<p>(a) For <b>clarification purposes</b> only, the Employer's address is:  <b>Executive Director (Procurement)</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b>  <b>Metro Bhawan, East High Court Road (VIP Road),</b>  <b>Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra,</b>  <b>INDIA</b></p> <p>Electronic mail address:  <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a></p> <p>Web page: <a href="http://www.metrotrainnagpur.com">www.metrotrainnagpur.com</a></p> <p>All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHAMETRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal 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. All clarifications and interpretations issued by MAHAMETRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:  Date &amp; Time: <b>As per NIT.</b>  <b>Place:-</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b>  <b>Metro Bhawan, East High Court Road (VIP Road),</b>  <b>Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra,</b>  <b>INDIA.</b></p>
ITB 7.5	<p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT &amp; ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a></p>
ITB 7.6	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.</p>

<b>ITB 8.2</b>	<p><b>Following is added to the existing clause of ITB 8.2</b></p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> within the date given in NIT, which shall be available for all the prospective Bidders. 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>
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### C. Preparation of Bids

<b>ITB 10.1</b>	<p>The language of the bid is: <b>English</b></p> <p>All correspondence/ exchange shall be in the <b>English language</b>. Language for translation of supporting documents and printed literature is <b>English</b>.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to <b>English</b> and will have to be endorsed by the <b>Indian Embassy</b> or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the <b>Hague Legislation Convention 1961</b> is not required to be endorsed by the <b>Indian Embassy</b>, if it carries a conforming <b>Apostille Certificate</b>.</p> <p>The bidder should provide the relevant contact number &amp; E-Mail ID along with the postal address, in <b>English</b>, of issuing authority / agency of such documents for verification purpose.</p>
<b>ITB 11</b>	<b>Documents Comprising the Bid</b>
<b>ITB. 11.1 (c)</b>	<b>Only Bid Security / EMD shall be acceptable as detailed in NIT &amp; ITB 19.1 in favor of Maharashtra Metro Rail Corporation Limited, Nagpur</b>
<b>ITB. 11.1 (d)</b>	Alternative bid is <b>not permissible</b> .
<b>ITB. 11.1 (j)</b>	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on e-tendering portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> in accordance with provisions in ITB 22.1.</p> <ol style="list-style-type: none"> <li>i. The Bidder shall follow the procedure and steps of E-Tender portal of MAHA-METRO given in <b>E-Tender Toolkit</b> provided as <b>Annexure-II-B</b></li> <li>ii. <b>Cost of the bid:</b> Paid online through E-Tender portal.</li> <li>iii. <b>Bid Security:</b> Evidence of submission / payment of Bid Security as per provision of NIT and <a href="#">BDS ITB 19.1</a> to be submitted.</li> <li>iv. <b>Technical Package:</b> To be submitted at appropriate place i.e. Technical Envelope on e-tender portal.</li> <li>v. <b>Financial Package:</b> Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else.</li> <li>vi. <b>Bidder should ensure that the no part of the Financial Bid should be up- loaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly.</b></li> <li>vii. The online payment receipt towards <b>Bid Security (if any)</b>, shall be submitted along the bid.</li> </ol>

<b>ITB 11.1 (k)</b>	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.
<b>ITB 11.3</b>	<b>As per Letter of bid - Payment of Commission &amp; Gratuities not permitted.</b>
<b>ITB 13.1</b>	Alternative bids shall <b>not be permitted</b> under <a href="#">ITB 13.2</a> , <a href="#">ITB 13.3</a> , or <a href="#">ITB 13.4</a>
<b>ITB 13.2</b>	Alternative times for completion not permitted.
<b>ITB 13.3</b>	Not Applicable.
<b>ITB 13.4</b>	Alternative technical solutions shall not be permitted.
<b>ITB 14.1</b>	The Price is to be quoted Online on E-tender portal & Letter of discount, if any, shall be uploaded in <b>Financial Bid Section of E-Tender Portal</b> only. No discounts offer are allowed to be quoted by the bidder in the <b>Letter of Bid</b> and No discount letter to be uploaded in <b>Technical Bid Section of E-Tender Portal</b> . 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.
<b>ITB 14.2</b>	The bidder shall quote the price online in the <b>Financial Bid Section of the E-Tender portal</b> , either rate against each item or in the summary sheet of schedule of BOQ or scanned & upload the filled BOQ/Schedule or Lump sum Price (as the case may be) as per provision described in the aforesaid Financial Bid Section of Bid Document.
<b>ITB 14.3</b>	The price quoted in the Financial Bid Section of E-tender portal shall be the total price of the bid.
<b>ITB 14.4</b>	Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted. Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only
<b>ITB 14.5</b>	For price adjustment / variation, refer to instructions / conditions provided in the <a href="#">Section-6 Conditions of Contract</a> .
<b>ITB 14.6</b>	Not Applicable
<b>ITB 14.7</b>	<ol style="list-style-type: none"> <li>i. Price quoted by the bidder is includes GST &amp; all other applicable Taxes, Duties, Levies payables etc. complete unless stated otherwise in the financial bid.</li> <li>ii. All taxes, duties, levies prior to Base date i.e. 28 days prior to latest date of submission of Bid is deemed to be inclusive in the price quoted by Bidder.</li> <li>iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement &amp; Deduction).</li> <li>iv. Successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.</li> </ol>

<b>ITB 14.8 (Additional Para)</b>	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
<b>ITB 14.9 (Additional Para)</b>	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in <a href="#">Section-7: Bidding Form</a> .
<b>ITB 14.10 (Additional Para)</b>	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in <a href="#">Section-7: Bidding Form</a> stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work.
<b>ITB 15.1</b>	The currency of the Bid & payment shall be <b>Indian Rupees (INR)</b> only.
<b>ITB 17.3</b>	Applicable if the bid is two stage i.e, Pre-Qualification Stage & Bidding Stage
<b>ITB 18.1</b>	The bid validity period shall be <b>180 (One Hundred &amp; Eighty) days</b> .
<b>ITB 18.3 (a)</b>	The bid price shall not be adjusted in event of delay of award.
<b>ITB 19.1</b>	(a) A Bid Security is required as specified in NIT.  (b) <b>The Bid Security, if any, shall be paid through the provision made on E-Tender portal itself via via RTGS/ NEFT/ Credit Card.</b>
<b>ITB 19.2</b>	<b>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSME.</b> If applicable, the bidder shall submit “ <b>Bid Securing Declaration</b> ” as provided in Bidding forms
<b>ITB 19.3</b>	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and <a href="#">ITB 19.1</a> above.
<b>ITB 19.4</b>	EMD /Bid Security shall be as per ITB 19.1 & NIT
<b>ITB 19.5</b>	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
<b>ITB 19.9</b>	Bid Security is required in this bid.
<b>ITB 20.1</b>	<b>Replacement for ITB as under:</b> Bid to be submitted through E-Tender portal only.

<b>ITB 20.2</b>	<p><b>Replacement for ITB as under:</b></p> <p>The Bid shall be submitted by bidder, online through e-tender portal. Details has been described at <b>ITB clause no. 21 &amp; Annexure-II-B</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"> <li>i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV: Bidding Forms</li> <li>ii. A notarized Power of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company, LLP company)</li> <li>iii. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) &amp; (iii) above.</li> </ol>
<b>ITB 21.1, 21.2 &amp; 21.3</b>	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract: -</p> <ol style="list-style-type: none"> <li>i. Copy of Power of Attorney signing the bid of bidder.</li> <li>ii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).</li> <li>iii. Scanned copy of POA.</li> <li>iv. All relevant formats given in <a href="#">Section-7: Bidding format</a>. Physically Signed by authorized signatory / POA of bidders.</li> <li>v. Certificate of registration and other statutory documents of formation of bidder's company issued by appropriate authority.</li> <li>vi. Copy of PAN card of bidder.</li> <li>vii. Copy of all financial documents as directed in Section-3.</li> <li>viii. Relevant work experience certificate (in line of <a href="#">Section-3 Eligibility Criteria</a>) and other qualifications certificates as given in Evaluation of Qualification under Section-4.</li> <li>ix. All Format of Section-7 and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed &amp; stamped by authorized signatory / POA of bidder and scanned copies of such enclosures/documents should be uploaded on e-tender portal of MAHA-METRO along with bid documents.</li> </ol> <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope &amp; Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal only.</p>

<b>ITB 21.4 (Additional Para)</b>	<ul style="list-style-type: none"> <li>i. The financial bid shall be submitted in financial envelope/commercial envelope.</li> <li>ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal shall be duly filled up online by bidder.</li> <li>iii. The Total Bid Price is including all Taxes (except GST), Duties, Levies, Royalties (if applicable), complete. The price to be quoted shall be the total price of the Bid as elaborated in Section-9 Financial Bid &amp; Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.</li> </ul>
<b>ITB 22</b>	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum. Procedure of submission of bid electronically i.e. E-tender has been described in <b>Annexure-2B</b> of bid document.</p>
<b>ITB 23</b>	<p>The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.</p>
<b>ITB 24.1, 24.2 &amp; 24.3</b>	<ul style="list-style-type: none"> <li>i. As the bid process is through e-tendering portal, amendment/modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid.</li> <li>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the 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.</li> <li>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.</li> </ul>

ITB 25.1	<p>The bid opening/ shall take place at office of:  <b>Executive Director (Procurement)</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b>  <b>“Metro Bhawan”, East High Court Road (VIP Road),</b>  <b>Near Dikshabhoomi, Ramdaspath, Nagpur-440010,</b>  <b>Maharashtra, INDIA</b>  <b>Date: As per NIT</b>  <b>Time: As per NIT</b></p> <p>The electronic bid (E-tender) opening procedure shall be as under:  <u><b>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</b></u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p><b>Add following paragraph below the existing paragraph of ITB 25.1:</b></p> <p>i. The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid.</p> <p>ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. <b>Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal, their submission treated as non-responsive and no further technical evaluation will be carried out.</b></p> <p>iii. <b>The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</b></p> <p>iv. After evaluation of Technical Bid received electronically via E-Tender portal, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date &amp; time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</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. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p><b>Replace provisions of ITB 25.4 with the following:</b></p> <p>The opening of Bid shall be done online on E-Tender portal. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded &amp; printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders’ representatives who are present shall be required to sign the attendance sheet for record.</p>

<b>ITB 25.5 (Additional Para)</b>	<p>After the evaluation of the Technical Bid in accordance with <a href="#">ITB 27</a>, <a href="#">28</a>, <a href="#">29</a> and <a href="#">ITB 30</a>, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p><b>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</b></p>
<b>ITB 25.6 (Additional Para)</b>	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>

### E. Evaluation, and Comparison of Bids

<b>ITB 26.4 (Additional Para)</b>	<p>The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.</p>
<b>ITB 29.1.1 (Additional Para)</b>	<p><b><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></b></p> <ul style="list-style-type: none"> <li>• All enclosures, declarations, formats are properly signed by authorized representative of bidder.</li> <li>• The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal through digital signature of bidders.</li> <li>• has been accompanied by a valid Bid Security; and</li> <li>• meets the Qualification &amp; Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected</li> <li>• meets the other aspects of general evaluation as per <a href="#">BDS ITB 4.9 to 4.17</a></li> </ul>
	<p><b>Absence of the above documents shall result in disqualification of the Bid/Bidder.</b></p>
<b>ITB 35.2</b>	<p><b>Replace existing ITB 35.2 as below:</b></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 only.</p> <p>Price variation clause will not be considered for financial evaluation.</p>

ITB 35.5	<p><b>As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government of India.</b></p> <p><b>(No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid)</b></p> <p><b><u>Hence following pertains to ABG is not applicable to this tender. -</u></b></p> <p>If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Bank Guarantee (ABG) 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; B=Quoted price by the bidder; Difference of cost, C=A-B, if C &gt; (10%A), then 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)	<p>Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.</p>

#### F. Award of Contract

ITB 39.1	<p><b>Replace the existing ITB 39.1 with the following:</b></p> <p>Subject to <a href="#">ITB 38.1</a> and <a href="#">ITB 39.2</a>, 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 <a href="#">ITB 35.6</a>, provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of <a href="#">ITB 4</a>.</p>
ITB 40.4 (Additional Para)	<p>The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.</p>
ITB 42.1	<p>The successful tenderer will have to deposit a Performance Security @ 05% (Five Percent) of awarded contract amount 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 favor 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.</p>
ITB 42.3 (Additional Para)	<p>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 <a href="#">ITB 43</a>).</p>

<b>ITB 42.4 (Additional Para)</b>	Failure of the successful Bidder to comply with the requirements of <a href="#">ITB 41</a> and <a href="#">ITB 42</a> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
<b>ITB 43 (Additional Para)</b>	<b>Guarantees and Warranties</b>  The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with ITB, BDS, Conditions of Contract and <a href="#">Section-7-Contract form</a> .
<b>ITB 44 (Additional Para)</b>	<b>Insurance: Bidder has to obtain Insurance policies as mentioned in the Conditions of Contract.</b>

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

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

The screenshot displays the Maharashtra e-Procurement System portal. The main content area is divided into sections for 'Latest Tenders' and 'Latest Corrigendums'. The 'Bidders Manual Kit' link is highlighted in a blue box in the right-hand sidebar menu.

**Latest Tenders**

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

**Latest Corrigendums**

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

**Right-hand Sidebar Menu:**

- Click here to Login
- Online Bidder Enrollment
- Generate / Forgot Password?
- Find My Nodal Officer
- Tender Search
- Advanced Search
- Help For Contractors
- Information About DSC
- Guidelines for Hassle Free Bid Submission
- FAQ
- Feedback
- Bidders Manual Kit** (highlighted)

**SECTION - 3****ELIGIBILITY CRITERIA**

- 3.1. The Bid Offers which do not fulfill/satisfy any of the Criteria specified in following clauses of this Section-3, shall be rejected and shall not be considered for further Evaluation Process based on 'Quality & Cost Based System' specified in Section-4.
- 3.2. Only '**Domestic Bidders**' i.e. Companies incorporated in India are permitted to participate in this Bid.
- 3.3. Bidders shall not have a '**Conflict of Interest**' in this tender process. Bidders shall be considered to have a conflict of interest, if:
- bidders submit more than one bid for the work.
  - bidders having common controlling shareholders in two or more bidding entities
  - bidders have common partner/s in two or more bidding entities
  - bidders are already appointed as consultants of Maha-Metro for preparation of tender document, estimation, planning & designing of proposed work.
- 3.4. Any **Ban/Blacklisting/Debarment** enforced on the Bidder, must not be effective on the day of 'Last date for Bid Submission':
- 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.
- 3.5. **GST Registration:** The bidder must have a valid GST registration under the relevant act. Bidder has to submit copy of the certificate of registration.
- 3.6. **Specific Work Experience:**
- Bidder should have "Similar work experience during last 5 (Five) years, ending on the last day of the month, previous to which the latest bid due date falls and should be either of the following:
- a) The Bidder must have executed the work satisfactorily amounting to not less than **INR 24 Lakhs** (Excluding GST) **each** towards **\*Similar Works under One Contract.**
- Or
- b) The Bidder must have executed the work satisfactorily amounting to not less than **INR 15 Lakhs** (Excluding GST) **each** towards **\*Similar Works under Two Contracts.**
- Or
- c) The Bidder must have executed the work satisfactorily amounting to not less than **INR 12 Lakhs** (Excluding GST) **each** towards **\*Similar Works under Three Contracts.**

- 3.7. **Average Annual Turnover:** The Bidder will be qualified only if their Average Annual Turnover of **Last 03 (Three) Audited Financial Years** (FY 2024-25, FY 2023-24, FY 2022-23) is **not less than INR 09 (Nine) Lakhs** duly certified by Statutory Auditor with UDIN.

**SPECIAL NOTES:**

1. **\*Similar Works Experience: “Similar Work” means** Experience for providing Public Relation (PR) and Corporate Communication Services in Metro Rail organisation /Government departments/ Govt. autonomous institutes /Public Sector Undertakings /Municipal Corporation / Private Corporate Companies listed in BSE/NSE.
2. **Joint Venture Member:** Full (100%) experience for previous works of the consortium/JV shall be considered, only if the claiming member of the consortium/JV has at least 60% share in that consortium for the relevant referred Work, else proportionate quantum of experience of previous works up to the percentage share of participation in the subject Consortium/JV shall be considered. However, if any member has less than 20% share in that consortium/JV, he cannot claim any experience against the work.
3. **Executed Work** means either Fully Completed Works OR Ongoing Works, subject to certification of amount of work done by the Client.

Fully completed work, means the work completed fully during last 5 (Five) years, ending on the last day of the month, previous to which the latest bid due date falls subject to certification of amount of work done by the Client specifying the actual date of completion. The date of completion of work shall fall within the above-mentioned period irrespective of date of commencement of work.

Ongoing work, means the work in progress during last 5 (Five) years, ending on the last day of the month, previous to which the latest bid due date falls subject to certification of amount of work done and work is in progress by the Client specifying the actual date of start and probable date of completion.

For both i.e. Fully Completed Work OR Ongoing Work, the total executed value of such work shall be considered for eligibility criteria irrespective of commencement date of work falling prior to Five years.

4. Bidder's attention is drawn towards the following while furnishing the experience certificate of **\*Similar Works**.
  - i. Experience Certificate signed & stamped by Client with address & contact no's /email ID, briefly describing the nature of the work done, Amount certified towards this work done either annually or fully completed along with time period of execution of this work. The amount including or excluding GST should be mentioned in the certificate.
  - ii. Maha-Metro on its own discretion may verify the authenticity of the documents as well as experience certificate submitted by bidders. Any fraudulent/fabricated/forged document which fails in authenticity verifications shall result in rejection of the bids and forfeiture of EMD/Bid Security/Execution of Bid securing Declaration. Such bidders may also be banned/blacklisted/debarred from participating in any future bids of Maha-Metro.
5. The Bidder shall submit details of 'Work Experience' & other requirements for fulfilling the Eligibility Criteria in the Formats given in Section-7 along with documentary proofs such as client's certificates as mentioned above.

6. For Average Annual Turnover, Bidder shall submit summary of financial data duly certified by Statutory Auditor with his stamp, signature and UDIN for **Last 03 (Three) Audited Financial Years** (i.e. FY 2024-25, 2023-24, FY 2022-23).

**SECTION-4****EVALUATION CRITERIA****4.1 Evaluation Process based on Quality & Cost Based System (QCBS)**

- a. Evaluation in this Section-4, shall be carried out only for those Bidders who have qualified the Minimum Eligibility Criteria in Section-3.
- b. Only those Bidders whose Technical Proposal scores minimum **50 marks** out of **100 Marks** shall be considered for opening of Financial Bids.
- c. In this section, **Stage-I (Technical Evaluation)** carries weightage of **30%**, **Stage-II (Financial Evaluation)** carries weightage of **70%** and the Bidder with the **Highest 'Grand Weighted Score' calculated in Stage-III**, shall be qualified for award of work.

**4.1.1 Stage-I Technical Evaluation (Maximum Marks=100) (Weightage 30%)**

The Technical Proposal shall be evaluated based on the following Criteria:

<b>SN</b>	<b>Description of Technical Evaluation Criteria for Bidders</b>	<b>Max Marks</b>
I.	<p><b>Average Annual Turnover</b> (as defined in Section-3), of Last 03 (Three) Audited Financial Years (FY 2024-25, 2023-24, FY 2022-23):</p> <ol style="list-style-type: none"> <li>a. Less than INR 9 Lakhs. : 00 marks</li> <li>b. INR 9 Lakhs to less than INR 13.5 Lakhs : 10 marks</li> <li>c. INR 13.50 Lakhs to less than INR 18 Lakhs : 15 marks</li> <li>d. INR 18 Lakhs and above : 20 marks</li> </ol>	<b>20</b>
II.	<p>List of corporate clients/companies listed on BSE/NSE for whom similar work has been executed in last 5 years as on last date of tender. (Contracts with minimum order value of Rs. 12 Lakhs will be considered). (Completion Certificates/Performance Certificates from clients to be submitted by bidder)</p> <ol style="list-style-type: none"> <li>a. 1-2 Corporate client : 05 Marks</li> <li>b. 3-5 Corporate client : 10 Marks</li> <li>c. 6-10 Corporate client : 15 Marks</li> <li>d. 11-15 Corporate client : 20 Marks</li> </ol>	<b>20</b>
III.	<p>Similar work has been executed in last 5 years as on last date of tender in Metro Rail Organisation/Government departments/ Govt. autonomous institutes /Public Sector Undertakings /Municipal Corporation. (Completion Certificates/Performance Certificates from clients to be submitted by bidder) (Contracts with minimum order value of Rs. 12 Lakhs will be considered)</p> <ol style="list-style-type: none"> <li>a. 01 Projects = 10 Marks</li> <li>b. 02 Projects = 15 Marks</li> <li>c. 03 or more Projects = 20 Marks</li> </ol>	<b>20</b>
IV.	<p><b>Number of Years in Business:</b></p> <ol style="list-style-type: none"> <li>a. Less than 05 Years : 00 marks</li> <li>b. 05 Years to less than 10 Years : 10 marks</li> <li>c. 11 Years to less than 15 Years : 15 marks</li> <li>d. 16 Years &amp; above : 20 marks</li> </ol> <p><b>Note:</b> The Period shall be considered from the date of Certificate of Incorporation / Statutory Registration Certificate / Shop Act License Certificate (as the case may be) of the Bidder.</p>	<b>20</b>
V.	<p><b>Presentation on Methodology and Planning for providing efficient services</b>, to be given in front of Maha-Metro Authority. Presentation shall</p>	<b>20</b>

	<p>include the following:</p> <p>a. Understanding of Scope : 04 Marks</p> <p>b. Communication Strategy : 04 Marks</p> <p>c. Innovation &amp; Creativity :04 Marks</p> <p>d. Execution Methodology :04 Marks</p> <p>e. Crisis Communication Approach :04 Marks</p> <p><i>(Copy of presentation to be enclosed with the Technical Bid.)</i></p> <p><i>(Power Point Presentation as per copy enclosed with the technical bid submission shall be delivered by all the bidders as per date, time &amp; venue intimated by Maha-Metro after technical bid opening.)</i></p>	
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For evaluation of Technical Score/ Quality Score, the Proposal with the highest technical marks (as allotted by the tender evaluation committee) shall be given a score of 100 and other proposals shall be given technical score that are proportional to their technical marks with respect to the Highest technical marks.

#### **4.1.2 Stage -II Financial Evaluation (Maximum Marks = 100) (Weightage 70%)**

In the second stage the financial evaluation will be carried out based on the Cost quoted by the Bidder. The Financial Evaluation carries weightage of **70%**. Financial score shall be ranked as per the score achieved by Bidders from lowest to highest financial score.

For evaluation of Financial Score, the Proposal with the lowest evaluated cost shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer.

#### **4.2 Illustration for Financial Evaluation:**

**4.2.1** Financial Evaluation will be done as per following.

Suppose there are four bidders L, K, M and N they are quoting their financial bid as under: The bidder may quote cost of different items as per BOQ of Financial Bid (Section-9). During evaluation the **Total Quoted Cost** of work shall be considered for evaluation.

SN	Name of the Party	Price Quoted by Bidder (Grand Total including all taxes in INR, in Financial Bid)	Remark
1.	L	X1	
2.	K	X2	Suppose "K" quoted the lowest
3.	M	X3	
4.	N	X4	

**4.2.2** The evaluation of score shall be as under:

- i.  $L = X2/X1 \times 100$
- ii. K = Price quoted by K is the lowest, he will get full 100 marks.
- iii.  $M = X2/X3 \times 100$
- iv.  $N = X2/X4 \times 100$

#### **4.2.3 Stage-III Combined Technical and Final Evaluation:**

a. **Weightage for Technical and Financial proposals.**

Technical Weightage (TW) = 0.3      Financial Weightage (FW) = 0.7

Grand Weighted Score (GWS) shall be calculated as under:

$$\mathbf{GWS = (TS \times TW) + (FS \times FW)}$$

Wherein,

GWS	=	Grand Weighted Score
TS	=	Technical Score (Stage-I Score)
TW	=	Technical Weightage (30%)
FS	=	Financial Score (Stage-II Score)
FW	=	Financial Weightage (70%)

- b. **The 'Grand Weighted Scores' shall be calculated and the Bidder with the Highest 'Grand Weighted Score' will be ranked as H-1 and shall be qualified for award of work.**
- c. *In the event two or more bids have the same score in final ranking, the bid with the higher technical score will be H-1.*

## **SECTION- 5: SCOPE OF WORK**

### **1. Goals and Objectives**

- I. To raise awareness about Maharashtra Metro Rail Corporation Limited (MAHA-METRO) and all its sphere of activities.
- II. Widening MAHA-METRO reach among different communities on social media and other effective platforms.
- III. To create a simple and user-friendly system for exchanging ideas and feedback on services online.
- IV. To disseminate information online about engagement opportunities at grassroots, workshops and conferences and in public consultation processes.

### **2. Scope of Work & Deliverables**

The Agency shall assist MAHA-METRO in enhancing public awareness, stakeholder engagement, media visibility, and reputation management through integrated communication and public relations initiatives, including but not limited to the following activities:

#### **2.1 Public Outreach & Stakeholder Engagement**

- a. Design and implement public outreach initiatives to enhance awareness about MAHA-METRO projects and services.
- b. Organize stakeholder engagement programs, citizen interaction sessions, community outreach activities, and awareness campaigns.
- c. Support the conduct of “Metro Samvad”, public consultations, exhibitions, roadshows, workshops, and other engagement activities as directed by **MAHA-METRO**. Metro Samvad is an initiative of Thane Ring Metro wherein, the details on updates of the project and general information of the project is shared with citizens at prominent locations in the city. It is expected from the agency to organize and conduct “Metro Samwad’s” at prominent locations in the city of Thane. The necessary collaterals for the same that is presentations and attendance logbook have to be arranged by the agency.
- d. Plan and execute awareness campaigns related to metro usage, traffic management, safety, sustainability, environmental initiatives, and public transport promotion.
- e. Publicize cultural events, national observances, special days, festivals, project milestones, and other events organized by MAHA-METRO.
- f. Out of above mentioned public outreach events approximately four events shall be organised in one month i.e. 48 events in 12 months period.

#### **2.2. Media Relations & Publicity Management**

- a. Develop and maintain effective relationships with print, electronic, digital, and regional media representatives.
- b. Prepare, draft, edit, and disseminate **daily press releases**, media advisories, press notes, feature articles, **success stories once in week**, and other communication materials as required by MAHA-METRO.
- c. Facilitate and coordinate press conferences, media briefings, interviews, media interactions, and **02 special media events every month**
- d. Ensure maximum media coverage for MAHA-METRO projects, milestones, achievements, public initiatives, and special events.
- e. Coordinate with journalists, editors, media houses, and influencers for positive visibility of MAHA-METRO activities.

### 2.3 Content Development & Communication Support

- a. Develop communication strategies, campaign concepts, key messages, and publicity plans for various initiatives. **prepare 02 reels every week, creative every day**
- b. Create content for brochures, newsletters, presentations, speeches, articles, reports, promotional materials, and awareness campaigns **every month.**
- c. Develop creative communication material including information booklets, banners, standees, posters, and other publicity collateral as required.
- d. Ensure consistency in messaging and branding across all communication platforms and outreach activities.

### 2.4 Media Monitoring, Analysis & Reporting

- a. Monitor print, electronic, digital, and online media coverage related to MAHA-METRO and the urban transport sector.
- b. Track news reports, public perception, stakeholder feedback, and relevant industry developments.
- c. Provide daily media coverage reports and important media alerts to MAHA-METRO.
- d. Maintain a comprehensive media database and coverage archive.
- e. Submit Monthly Performance Reports covering:
  - media relation & publicity Management
  - Media Coverage Analysis
  - Public Outreach Activities Conducted Stakeholder Engagement Summary
  - Public Sentiment and Feedback Analysis
  - Campaign Performance Assessment
  - Recommendations for Enhanced Visibility and Public Engagement
  - Content development and communication support
  - Media monitoring and strategic communication support.
- f. Submit a detailed monthly report (hard copy and soft copy both) on all PR activities undertaken, including media reach, publicity outcomes, stakeholder interactions, and overall effectiveness of communication initiatives.

### 2.5 Strategic Communication Support

- a. Provide communication advisory services for important announcements, project launches, inaugurations, and special initiatives.
- b. Assist MAHA-METRO in crisis communication planning and reputation management whenever required.
- c. Recommend innovative communication strategies and outreach mechanisms to strengthen MAHA-METRO's public image and stakeholder confidence.
- d. Support MAHA-METRO in achieving greater visibility and positive public perception through strategic communication initiatives.
- e. **Miscellaneous work**  
Other related and miscellaneous work includes providing monthly strategic inputs for any creative campaign of MAHA-METRO.

### 2.6 Reporting

The agency/firm shall work in close coordination with MAHA-METRO PR teams at Thane and Nagpur and shall be assigned an officer at each location for reporting. The monthly performance and the deliverables expected from the agency/firm shall have to be endorsed and signed by the assigned officer for processing the payments of agency.

**2.7 Payment Schedule**

- a. Payment to the agency/firm will be released on a monthly basis against the submission of detail report of each medium the agency has worked on. The payment shall be made in INR only.
- b. Payment against sr.no.6 of section-9 shall be made on actual basis on submission of proof of execution of such work duly certified by the authorized representative of Maha Metro.
- c. Payment shall be made only for the services actually ordered and satisfactorily executed as certified by the authorized representative of Maha Metro.

**2.8 Data, Services and Facilities to be provided by the client:**

- a) **Data:** MAHA-METRO will provide all requisite data/ content/photographs etc. to be published on various platforms in raw or processed form whichever is available.
  - b) **Services and facilities:** The agency/firm team at respective locations shall operate from Thane office premises and shall be provided with hardware support in the form of computers (equivalent to the number of personnel appointed) and a dedicated internet connection and a printer.
- 2.9 The service mentioned under Sr.No. 1 of section-9 financial bid shall be undertaken during the initial stage of assignment.
- 2.10 The service mentioned under Sr.no. 2 to 5 of section-9 financial bid shall be availed by Maha Metro on a need basis during the contract period. The successful bidder shall be required to undertake these activities at the quoted rates, wherever assigned by Maha Metro.
- 2.11 Miscellaneous expenses incurred towards venue booking/rental charges and/or deployment of additional manpower, wherever required as per directions and approval of Maha Metro which is limited to INR 5 Lakhs only.
- 2.12 Additional scope of work other than mentioned in BOQ wherever and whenever required shall be payable separately on actual basis on mutually agreed terms & condition as per the approval of Maha Metro.

**SECTION – 6**  
**CONDITIONS OF CONTRACT**

**6.1 DURATION OF CONTRACT/COMPLETION PERIOD:**

Duration of contract shall be period of One (01) years from the date of issuance of letter of acceptance or Notice to Proceed by Maha-Metro.

**6.2 TAXES AND DUTIES:**

- (a) Amount quoted by bidder shall include all other applicable Taxes (except GST), Duties, Levies payables etc. complete. GST should be mentioned separately as per prevailing rules of act of Govt. of India and Govt. of Maharashtra.
- b) TDS on Income Tax and GST and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Contractor by Maha Metro.
- c) Tax deduction certificate at source shall be issued to contractor by Maha-Metro.

**6.3 PENALTY:**

In case of deficiency in services or breach of contractual obligation of service contract Maha-Metro reserve the right to impose a penalty of Rs. 5000/ per incident subjected to recommendation of panel of three officers of Maha-Metro. This panel shall be formed and approved by Director/SP to enquire the incident.

**6.4 PAYMENT TERMS:**

- i. Payment to the agency/firm will be released on a monthly basis against the submission of detail report of each medium the agency has worked on. The payment shall be made in INR only.
- ii. Payment shall be released on a monthly basis upon submission of the invoice, along with supporting documents, activity reports, media clippings, photographs, and other relevant attachments/proofs of work executed during the billing period. The payment shall be subject to verification and certification by the authorized representative of Maha Metro.
- iii. Agency has to submit Tax Invoices in triplicate along with certificate issued by the competent authority of Maha-Metro., showing proper tax break up with each bill, in relation to work done / service provided to Maha- Metro.
- iv. No advance payment will be made.
- v. Payment shall be subject to satisfactory performance of all the jobs envisaged in the contract.
- vi. The standard terms of payment are within 30 days from the date of submission of bills in triplicate duly certified by the Competent Authority of Maha Metro. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS.
- vii. If the Tenderer fails or neglects to render the work to the satisfaction of Maha Metro or if the Tenderer commits any breach of any of its obligations, Maha Metro may get the job done through any other alternate source, the cost of which will be adjusted from monthly bills of the Tenderer.

**6.5 TERMINATION OF THE CONTRACT:**

Maha Metro reserves the right to summarily terminate the contract due to failure of the Agency to provide satisfactory services and / or repeated failures to send the items at scheduled time. In such cases, the Security Deposit shall be forfeited and decision of Maha Metro in this regard shall be final and binding. The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empaneled agency etc. as may be specified in the contract to be signed between the parties. The Maha Metro, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons and without any liability, financial or otherwise on itself.

- 6.6** The Maha-Metro shall not be liable for any loss, damage, theft, burglary or robbery of any such items associated to this contract, equipment or vehicles of the personnel of the Agency.
- 6.7** The Agency's personnel working in the Maha-Metro should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Maha-Metro.
- 6.8** The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangement and administrative /organizational matters as all are of confidential/secret nature.
- 6.9** The Agency shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Maha-Metro.
- 6.10** Price shall be firm and no price variation shall be allowed during the contract period. No payment shall be made in advance nor any loan from any bank of financial institution recommended on the basis of the order of work.

In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period from the date of commencement of work (which may extend for another one year). During this period no request for enhancement/escalation in rates shall be considered under any circumstances.

**6.11 EMPLOYER'S VARIATION & VARIATION PROCEDURE (ADDITIONAL ITEMS OF****WORK):****1 Modification to Contract to be in writing:**

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Maha Metro and the contractor and no work shall proceed under such

modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Maha Metro unless and until the same is incorporated in a formal instrument and signed by the Maha Metro and the contractor, and till then the Maha-Metro shall have the right to repudiate such arrangements.

## 2 Powers of modifications to contract:

- (A) The Consultant/Engineer on behalf of the Maha Metro shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- (B) (1) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual items of works.
- (2) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (3) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rated irrespective of any variation.

### (C) Variations in quantities during execution of works contracts:

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

- 1 Individual NS items in contract shall be operated with variations of plus or minus 25% and payment would be made as per the agreement rate.
- 2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating afresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
  - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of Maha Metro.
    - i. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
    - ii. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned items shall be paid at 96% of the rate awarded for that item in that particular tender.

- iii. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstance with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value. Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tender or by negotiating with existing contractor, with approval of Project Committee.
- (c)
3. In cases where decrease is involved during execution of contract:
- (a) The contract signing authority can decrease the items up to 25% of individual item
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

(D) **Valuation of variations:**

The enlargements, extensions, diminutions, reduction, alterations or additions referred to in sub-clause (B) & (C) of this clause shall in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of the sub-clause (B) & (C) above shall be paid for at the rates determined as per procedure laid down in Annexure-A(Attached).

The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of Maha Metro as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope character and purpose of the original contract.

Annexure-A

### Variation due to New Items /NS Items

- A. **In all cases where new items of work are involved**, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, at least 14 days before the need for their execution arises.
- i. If Employer/ Engineer finds that any extra items / NS Item, which is not included in the BOQ Schedules of this contract and is required to be executed, it may be done at:
- a. Latest Schedule of Rate of CPWD – DSR with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or
  - b. Latest Schedule of Rate of Maharashtra PWD / MJP with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or
  - c. rate for similar items available in Bill of Quantities of the accepted tenders duly updated to current price level at 5% Simple interest per year  
(in the above sequence).
- ii. No Price Variation shall be applicable on rates of Items derived under “a”or “b” above. Whereas, rates derived under “c” above shall be fixed for the period of 18 months from the issue of Variation Order and shall be reviewed for further period if required.
- iii. In case, the above is not possible, following steps are to be followed to arrive rates of such items
- a. Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
  - b. Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
  - c. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other

- ancillary and incidental expenses on labour.
- d. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
  - e. An amount of 20% of items (i), (ii), (iii) and (iv) above is added as Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor.
  - f. If the said Extra Items /NS Item are executed / supplied by a subcontractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor.

**B. In the event of disagreement:**

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

should be added to or deducted from the relevant Cost Centre Amount and/or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation.

- (iv) In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost centre amount which shall be binding on the contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer and Contractor as to the terms and price of the variation have been reached or not.
- (v) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.

#### **6.12 ARBITRATION:**

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. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration and Conciliation Act 1996 with amendment thereto.

Maha-Metro reserves right to terminate the contract at any point of time after giving one month's notice to the contracting Company.

#### **6.13 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 a 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 the Maha-Metro under Clause i herein above, if a bidder is found by the 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.

#### 6.14 LEGAL:

- i. The Agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Maha-Metro to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- ii. The Agency shall maintain all statutory Registers under the applicable laws. The firm/company shall produce the same, on demand, to the concerned authority of Maha Metro or any other authority under law.
- iii. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the firm/company by Maha-Metro.
- iv. In case, the tendering firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Maha-Metro is put to any loss, obligation, monetary or otherwise, the 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 PERFORMANCE BANK GUARANTEE:

- (a) The successful bidder will have to deposit a Performance Security @ 5% (Five Percent) of the awarded value of the work within 28 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be

furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-Bank Guarantee) from Scheduled Commercial Bank having business office in India & drawn in favor of Maharashtra Metro Rail Corporation Ltd. The performance security should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the Contractor.

- (b) In case of breach of any terms and conditions stipulated in the contract, the Performance Security of the firm/company will be liable to be forfeited by Maha-Metro besides annulment of the contract.

#### **6.16 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.

#### **6.17 EXTENSION OF CONTRACT PERIOD**

The contract shall be for a period of 01 (One) Year. However, the period of the contract may be further extended after completion of contract period, as per discretion of MAHA-METRO.

#### **6.18 INSURANCE**

- a. Successful agency shall arrange proper & adequate insurance cover to all his assets, people and staff engaged in the execution of work (including the third party if required) at his own cost i.e. Workmen Compensation Insurance (WCI) Policy whose validity shall be up till completion of work including extension of time.
- b. All liabilities arising out of accident or death while conducting the event/execution of scope of work, shall be borne by the agency.
- c. All medical expenses / compensation towards the sickness / disability of personal working for agency shall be arranged by agency 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.

#### **6.19 JURISDICTION OF COURT**

The **Nagpur Bench of High Court of Bombay** shall have the jurisdiction in case of any disputes.

**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.

- a. 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:
  - i. 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;
  - ii. declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.
- b. The Agency defines, for the purposes of this provision, the terms set forth below as follows:
  - i. 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.
  - ii. 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.
  - iii. 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.
- iv. 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.
- v. 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)**

Sl. No.	Items	Details
1	Name of the Firm\ Organization \Tenderer (Block Letters)	
2	Name of proprietor\partners \directors	
3	Permanent address	
4	Telephone No. / Mobile No./ Email id & Name of the contact Person	
5	Date of Incorporation / Establishment	
6	Date of Commencement of Business	
7	Address, mobile No. & Name of the contact person	
8	Certificate of incorporation/ Statutory Registration /Shop Act License No. and Validity Period/Date. Certificate No & Date supported by copy of certificate.	
9	Whether the firm is an Income Tax Assesse? If so, please give the details of PAN No. and copy of the latest assessment.	
10	Income Tax Return (last three years, TIN/ TAN/ PAN No. Professional Tax, Sales Tax and GST Registration Nos. (Enclose photocopies) attested by the contractor.	

**Notes:-**

1. Every statement made in the pre-qualification format should be supported by Documentary proof for consideration. Otherwise the tender is liable to be rejected.
2. Please note that quoting the lowest is not the criteria for selecting the Agency. It shall be based on the eligibility, experience and performance of the Agency.

**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: \_\_\_\_\_

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

**Note: -**

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

## Summary of Experience

(\*Only for Similar Work)

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): _____

**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)

**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

**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) have not been blacklisted or debarred which is in force on the last date of Submission of the Bid,

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

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

ii. any department of Government of Maharashtra.

**or**

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

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

**Form-B-8**

**Affidavit**

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

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

I/We hereby declare that: -

1. I / We shall not have deployed any person under the 18 years of age, which is prohibited & punishable under Child Labour (Prohibition & Regulation) Act-1986 & its further amendments.
2. I/ We ensure that no case of sexual harassment/abuses take place at my premises / Office with the female employee out sourced to Maha-Metro as per the provision of above bid, if awarded to me/us. I am aware of the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)

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 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 **5 (Five) years** starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

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

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

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

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You are requested to furnish the Performance Security @ 5% of Contract Service charges of the work 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.
- 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 \_\_\_\_\_(\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

\_\_\_\_\_  
[signature(s)]

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

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

<sup>2</sup> Insert the date sixty days after the expected completion date as described in Clause 2.30 of Annexure-2A (Bid Data Sheet). 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:

<b>S.No.</b>	<b>Description</b>	
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.	Bidder Information	Form B-1
8.	Declaration	Form B-2
9.	Average annual turnover	Form B-3
10.	Summary of Experience,	Form B-4
11.	Copy of Power of Attorney signing the bid. ( <b>Form B-5</b> is applicable if the bidder is Partnership firm, Private Limited, LLP, etc.) ( <b>Form B-5A</b> is applicable if the bidder is a Proprietorship firm)	Form B-5 Form B-5A
12.	Declaration about corrupt & fraudulent practices	Form B-6
13.	Affidavit as per	Form B-7
14.	Affidavit as per	Form B-8
15.	Bid Security / EMD	Form B-9
16.	Bid Securing Declaration	Form B-10

**Section-9: Financial Bid & Bill of Quantities**

S.N.	Particulars	Unit	Quantity	Rate (Excl. of applicable GST)	Total Amount (Excl. of applicable GST)
1	Public Outreach & Stakeholder Engagement (Approx. 4 events in a month)	Per Event	48		
2	Media Relations & Publicity Management	Lumpsum (Monthly)	12		
3	Content Development & Communication Support	Lumpsum (Monthly)	12		
4	Media Monitoring, Analysis & Reporting	Lumpsum (Monthly)	12		
5	Strategic Communication Support	Lumpsum (Monthly)	12		
6	Miscellaneous expenses incurred towards venue booking/rental charges and/or deployment of additional manpower, wherever required as per directions and approval of Maha Metro.	Lumpsum		5,00,000/-	At Par
	<b>Total Amount in figures</b>				
	<b>Total Amount in words:</b>				

**Note:**

1. Price quoted by the bidder is includes all other applicable Taxes (Except GST), Duties, Levies payable etc. complete.
2. Bidder shall not quote any amount against sr.no. 6 of financial bid.
3. Any discrepancy found between Quoted price in figures and Quoted price in words, quoted price in words shall prevail and shall be considered for evaluation.