

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

**BID DOCUMENT
FOR**

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

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



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

Parts of the Bid Document

NIT	Notice Inviting Tender
PART – 1	Bidding Procedures
PART – 2	Work Requirement
PART – 3	Conditions of Contract
PART - 4	Financial Bid

	<p>E-TENDER NOTICE</p> <p>MAHARAHSTRA METRO RAIL CORPORATION LIMITED (A joint venture of Govt. of India & Govt. of Maharashtra) "Metro Bhawan", VIP Road, Near Deekshabhoomi, Nagpur -440001. E-mail: md.nmrc.tenders@gmail.com Telefax:0712-2554217 (THANE INTEGRAL RING METRO PROJECT)</p>
Tender No. T1-025/RS-02/2026	Dated: 12.02.2026
<p>Name of Work: Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4</p>	

Key Details:

Completion Period	04 (Four) Years from the date of issue of LOA.
Document on Sale	Documents can be downloaded from 16.00 hrs. on 12.02.2026 to 16.00 Hrs. on 27.03.2026 from Maha-Metro, e-tender portal.
Cost of Document	INR 35,400/- (Rs. Thirty Five Thousand and Four Hundred only) (inclusive of applicable GST), non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
Pre-Bid Meeting	At 11.00 hrs. on 27.02.2026 at the office of ED/Procurement, Maha- Metro. Bidder's Queries must be submitted through e-mail ID: md.nmrc.tenders@gmail.com with subject as " Pre-Bid queries for Tender No. T1-025/RS-02/2026 " OR in hard copy to ED (Procurement) office before the stipulated date & time of Pre-Bid meeting.
Bid Security (EMD)	The Bid Security / EMD amounting to INR: 10,31,000/- (Rs. Ten Lakhs Thirty One Thousand Only) shall be in the form of Irrevocable Bank Guarantee as required in the Tender Document. Agencies registered as MSME (in category Micro or Small) are exempted from the submission of EMD; instead, they shall submit Certificate of registration as MSME and Bid Securing Declaration.
Date & Time of submission of Tender	Online submission shall start from 16.00 Hrs on Dt. 20.03.2026 and up till 16.00 Hrs. on Dt. 27.03.2026 on Maha-Metro, e-tender portal.
Date & Time of Opening of Tender	On Dt. 30.03.2026 after 16.30 Hours at Procurement Department, Maharashtra Metro Rail Corporation Limited, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.
<ol style="list-style-type: none"> To view this tender notice (NIT), interested bidder may visit the Maha-Metro website www.mahametro.org, or CPPP portal https://eprocure.gov.in Sale of document, e-Payment procedure, submission and other details are available on Maha-Metro tender portal under section in e-tender portal https://mahatenders.gov.in. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, in no case, will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Maha-Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever 	




12/02/2026
Executive Director/Procurement
Maha-Metro, Nagpur

NAGPUR METRO

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

BID DOCUMENT
FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

PART 1: BIDDING PROCEDURE



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

Part- 1 - Bidding Procedures

Contents

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

BID DOCUMENT
FOR

Name of work: -

Consultancy for Review & Interface Validation between Various systems during Tendering Phase with Regard to Implementation of UTO Operations in Thane Integral Ring Metro Rail project and Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

PART 1: BIDDING PROCEDURE
SECTION I: INSTRUCTIONS TO BIDDERS



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

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Section I. Instructions to Bidders

<p>1. Scope of Bid</p>	<p>1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents for the procurement of Consultancy Services as specified in Part-2. The name, identification, and number of Bid is as specified in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt.</p> <p>(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</p> <p>(c) “day” means calendar day.</p>
<p>2. Source of Funds</p>	<p>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.</p>
<p>3. Corrupt and Fraudulent Practices</p>	<p>3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>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.</p>
<p>4. Eligible Bidders</p>	<p>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.</p> <p>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</p>

	<p>considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (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. <p>4.3 The Agency's eligibility criteria to bid are described in Section V – Eligibility criteria and social and environmental responsibility.</p> <p>4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid Security.</p> <p>4.5 This bidding is open only to prequalified Bidders unless specified in the BDS.</p> <p>4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
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5. Eligible Materials, Equipment, and Services	<p>5.1 The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section V, Eligibility criteria and social and environmental responsibility, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p>
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B. Contents of Bidding Documents

6. Sections of Bidding Documents	<p>6.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>Notice Inviting Tender (NIT)</p> <p>Part-1- Bidding Procedures</p> <p>Section I Instructions to Bidders</p> <p>Section II Bid Data Sheet</p> <p>Annexure-II-A deleted</p> <p>Annexure-II-B Public Procurement-Rule 144 (xi)</p> <p>Annexure II-C Tool Kit for e-tender</p> <p>Section III Evaluation and Qualification Criteria</p> <p>Section IV Bidding Forms</p> <p>Section V Eligibility Criteria and Social and Environmental Responsibility</p> <p>Section VI Agency Policy - Corrupt and Fraudulent Practices</p> <p>Part-2- Work Requirement</p> <p>Section VII Works Requirements</p> <p>Part-3- Conditions of the Contract</p> <p>Section VIII Conditions of Contract (CC)</p> <p>Section IX Particular Conditions of Contract (PCC)</p> <p>Section X Contract Forms</p> <p>PART-4 Financial Package</p> <p>Section XI Financial Proposal</p> <p>6.2 The Invitation for Bids (Notice Inviting Tender) i.e. NIT issued by</p>
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	<p>the Employer is part of the Bidding Documents.</p> <p>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.</p> <p>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.</p> <p>Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents, in every respect will be at the Bidder's risk and may result in rejection of its Bid.</p> <p>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.</p> <p>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.</p>
<p>7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting</p>	<p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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</p>
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	consonance with E- Tendering System.
8. Amendment of Bidding Documents	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.</p> <p>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.</p> <p>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</p>

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	<p>11.1 The Bid shall comprise the following:(refer BDS for additional requirement)</p> <p>(a) Letter of Bid in accordance with ITB 12;</p> <p>(b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;</p> <p>(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1 (as specified in BDS)</p> <p>(d) alternative bids, if permissible, in accordance with ITB 13 (as specified in BDS);</p> <p>(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</p>

	<p>(f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;</p> <p>(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;</p> <p>(h) Technical Proposal in accordance with ITB 16;</p> <p>(i) Any other document required in the BDS.</p> <p>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.</p> <p>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).</p>
<p>12. Letter of Bid and Schedules</p>	<p>12.1. The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.</p> <p>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.</p>
<p>13. Alternative Bids</p>	<p>13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.</p> <p>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.</p> <p>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</p>

	<p>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)</p> <p>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 Part-2.</p>
<p>14. Bid Prices and Discounts</p>	<p>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)</p> <p>14.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. (or as specified in BDS)</p> <p>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).</p> <p>14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid (or as specified in BDS)</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>14.7 Unless otherwise specified in the BDS, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.</p>
<p>15. Currencies of Bid and Payment</p>	<p>15.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the BDS.</p> <p>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.</p>
<p>16. Documents Comprising the Technical Proposal</p>	<p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.</p>
<p>17. Documents Establishing the Qualifications of the Bidder</p>	<p>17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification or at the time of actual bidding (as the case may be), the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1 (as detailed in BDS)</p> <p>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</p>

	<p>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)</p>
<p>18. Period of Validity of Bids</p>	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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.
<p>19. Bid Security</p>	<p>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.</p> <p>19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms, as specified in BDS</p> <p>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:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by any Scheduled bank in India;

	<p>(b) an irrevocable letter of credit;</p> <p>(c) Demand Draft, from any Scheduled Bank in India.</p> <p>(d) another security specified in the BDS,</p> <p>from a reputable source from an eligible country as specified in Section V-Eligibility criteria and social and environmental responsibility. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>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.</p> <p>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)</p> <p>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.</p> <p>19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:</p> <p>(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</p> <p>(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.</p> <p>(c) If the Bidder tamper/ edit/ mutilate the Bid document and associated information/data and submit the same with his Bid.</p> <p>(d) If the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB 41; or</p>
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	<p>(ii) furnish a performance security in accordance with ITB 42.</p> <p>(iii) authenticate and verification of performance security</p> <p>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</p> <p>19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and</p> <p>(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</p> <p>(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;</p> <p>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.</p>
<p>20. Format and Signing of Bid</p>	<p>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)</p> <p>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)</p> <p>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)</p>

	20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
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D. Submission and Opening of Bids (as specified in BDS)

21. Sealing and Marking of Bids (Replaced In BDS)	<p>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.</p> <p>21.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
22. Deadline for Submission of Bids	<p>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.</p> <p>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.</p>
23. Late Bids	<p>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</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>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.</p>

	<p>The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(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</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>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.</p>
<p>25. Bid Opening</p>	<p>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.</p> <p>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.</p> <p>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</p>

	<p>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)</p> <p>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)</p>
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E. Evaluation and Comparison of Bids

<p>26. Confidentiality</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>27. Clarification of Bids</p>	<p>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</p>

	<p>evaluation of the bids, in accordance with ITB 31.</p> <p>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.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
29. Determination of Responsiveness	<p>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.</p> <p>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,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(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</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>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 Part-2 have been met without any material deviation, reservation or omission.</p> <p>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.</p>
30. Nonmaterial Nonconformities	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any nonmaterial non-conformity in the Bid.</p> <p>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</p>

	<p>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.</p> <p>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.</p>
<p>31. Correction of Arithmetical Errors (replaced in BDS)</p>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
<p>32. Conversion to Single Currency</p>	<p>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.</p>
<p>33. Margin of Preference</p>	<p>33.1 Unless otherwise specified in the BDS, a margin of preference for domestic bidders shall not apply.</p>
<p>34. Subcontractors</p>	<p>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.</p> <p>34.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification</p>

	<p>application and approved by the Employer, or may name another specialized subcontractor meeting the requirements specified in the prequalification phase.</p> <p>34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III. 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.</p>
<p>35. Evaluation of Bids</p>	<p>35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>35.2 To evaluate a bid, the Employer shall consider the following (as specified in BDS):</p> <ul style="list-style-type: none"> (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria. <p>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.</p> <p>35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>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</p>

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

	<p>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.</p> <p>40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>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.</p>
41. Signing of Contract	<p>41.1. Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>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.</p>
42. Performance Security	<p>42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section X Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. (as specified in BDS)</p> <p>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.</p>

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

BID DOCUMENT
FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

PART 1: BIDDING PROCEDURE
SECTION II: BID DATA SHEET



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

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

General	<p>The following terms are used in the Bidding Documents shall have the same meaning and interpretations:</p> <ul style="list-style-type: none"> • 'Tender(s)' and 'Bid(s)' • 'Tenderer(s)' and 'Bidder(s)' • 'Employer's Requirements' and 'Work Requirements'
ITB 1.1	<p><u>Name of Project:- Thane Integral Ring Metro Project & Pune Metro Line-4</u></p> <p>It is an Open tender, any bidder who meet the criteria as per Section-III may participate in the bid.</p> <p><u>Name of work:-</u></p> <p>Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.</p>
ITB 1.1	<p>The Employer is:</p> <p>Maharashtra Metro Rail Corporation Limited (Maha- Metro)</p>
ITB 1.1	<p>National Competitive Bid (NCB)</p> <p>The Tender No is: T1-025/RS-02/2026</p>
ITB 1.1	<p>The detailed Scope of Work under this contract is described in detail in the Part-2 of the bid document and other documents. The Consultant has to execute the work accordingly with the approval of Employer.</p>
ITB 2.1	<p>Source of Fund for the project: Funded by Equity of Government of India (GOI) & Government of Maharashtra (GOM)</p>
ITB 4.1	<p>The bidder may be a firm as a Single Entity</p> <p style="text-align: center;">Or</p> <p>A joint venture / Consortium</p> <p>Maximum number of members in the JV / Consortium shall be: 03 (Three)</p> <p>Lead member should not have less than 51% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work.</p> <p>(a) In case of JV / Consortium, change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage</p>

	<p>after their submission of Bid and thereafter.</p> <p>(b) The authorized representative from lead member of JV/Consortium shall be signatory of the bid. (Ref. Section-IV of Part-1)</p> <p>(c) Existing JV/Consortium already worked / working in any department & meeting the eligibility criteria mentioned in Section-III of Bid Document, can bid with the same JV configuration as a Single Entity.</p>
ITB 4.2	<p>(In Continuation to the existing clause, further added as under)</p> <p>(i) No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner of a JV / Consortium in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor.</p> <p>(j) A JV/Consortium member will not be permitted to participate in the bid as a single entity.</p> <p>(k) No individual member will be member of JV/Consortium of more than one group of bidder.</p>
ITB 4.5	<p>This Bidding Process is in single stage two-packet system through Maharashtra Govt e- tender portal & open to all eligible bidders as per Evaluation & Qualification Criteria under Section-III of this Bid Document.</p>
ITB 4.7 (Additional Para)	<p>The bidders or any member of JV/ Consortium must not have been blacklisted / debarred, which is in force on the last date of Submission of the Bid,</p> <p>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:</p> <p style="padding-left: 40px;">a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or b. any department of Government of Maharashtra or</p> <p>B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.</p> <p>Simultaneously the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank (Ref. Section-V Cl. No 2 (vii)). The Bidder should submit undertaking to this effect.</p>

ITB 4.8 (Additional Para)	<p>In case, the Bidder is a consortium / JV, a detailed Consortium Agreement between the Members of such Consortium stating clearly their inter- relationship and division of work and obligations among the Members as mentioned in ITB 4.13 below should be submitted along with the Bid for proper examination by MAHA-METRO. The format of the Consortium Agreement is provided in Section IV: Bidding Form.</p>
ITB 4.9 (Additional Para)	<p>Further, a Power of Attorney signed by all the JV/ Consortium Members duly supported by their board resolutions or statement of joint decision signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf.</p> <p>The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms.</p>
ITB 4.10 (Additional Para)	<p>(a) Every Bidder, be it a single entity or a JV/ Consortium, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member.</p> <p>(b) The Lead member shall be authorized to incur liabilities, receive payment (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium / Joint Venture.</p> <p>(c) All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.</p> <p>(d) In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as to be legally valid and binding on all partners / members.</p> <p>(e) The Bid shall be signed so as to be legally binding on all the Members of the Consortium.</p> <p>(f) If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm & authorized signatory all</p>

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

<p>ITB 4.14 (Additional Para)</p>	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/ Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The Indian bidders shall submit copy of GST registration Certificate along with the bid.</p> <p>The foreign partner of the JV/ Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>
<p>ITB 4.15 (Additional Para)</p>	<p>Each Bidder (each Member in the case of a JV/Consortium) is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section IV: Bidding Form shall be submitted with the Technical Package.</p>
<p>ITB 4.16 (Additional Para)</p>	<p>Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
<p>ITB 4.17 (Additional Para)</p>	<p>Deleted</p>
<p>ITB 4.18 (Additional Para)</p>	<p><u>Restriction under Rule 144(xi) of General Finance Rule (GFR). 2017</u> As per Govt. Of India Order (Public Procurement No.1) bearing no. F.No.6/18/20-19-PPD, Dt. 23.07.2020 Restrictions on Bidding has been</p>

	<p>imposed on bidders from the country of origin which shares land boundary with India.</p> <p>Relevant Clauses is attached as an Annexure-II-B of BDS, Section-II, which is applicable to this bid without any change.</p>
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B. Bidding Documents

<p>ITB 6.7 (Additional Para)</p>	<p>Supporting Documents / Information.</p> <p>(a) The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site conditions. The Bidders' attention is specifically drawn to ITB 6.7 (b) below.</p> <p>(b) The Bidders shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.</p> <p>(c) The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Bidders' attention is drawn to Clause 4.10 of GC / S.No. 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.</p>
<p>ITB 7.1</p>	<p>(a) For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Electronic mail address: md.nmrc.tenders@gmail.com Web page: www.mahametro.org</p> <p>All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the office of the Executive Director/Procurement, Mahametro. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal http://mahatenders.gov.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised</p>

	<p>or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal i.e. https://mahatenders.gov.in. 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 i.e. https://mahatenders.gov.in.</p> <p>(d) All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO.</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date & Time: As per NIT. Place:- MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</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 & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrc.tenders@gmail.com</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 of Maharashtra Govt i.e. https://mahatenders.gov.in. in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.</p>
ITB 8.2	<p>Following is added to the existing clause of ITB 8.2</p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal http://mahatenders.gov.in 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>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to English and will have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy, if it carries a conforming Apostille Certificate.</p> <p>The bidder should provide the relevant contact number & E-Mail ID along with the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB. 11.1 (c)	Bid Security / EMD shall be acceptable only in the form and format as detailed in NIT & ITB 19.1
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j)	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on e-tendering portal http://mahatenders.gov.in in accordance with provisions in ITB 22.1.</p> <ol style="list-style-type: none"> i. The Bidder shall follow the procedure and steps of E-Tender portal of Maharashtra Govt i.e. http://mahatenders.gov.in given in E-Tender Toolkit provided as Annexure-II-C ii. Cost of the bid: Paid online through E-Tender portal. iii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted. iv. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. v. Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else.

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

ITB 14.3	The price quoted in the Financial Bid Section of E-tender portal of Maharashtra Govt i.e. http://mahatenders.gov shall be the total price of the bid.
ITB 14.4	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
ITB 14.5	For price adjustment / variation, refer to instructions / conditions provided in the Section VIII- Special Conditions of Contract read with Section IX-Particular Conditions of Contract .
ITB 14.6	Not Applicable
ITB 14.7	<ul style="list-style-type: none"> i. Price quoted by the bidder includes all applicable Taxes, Duties, Levies payables etc. except GST ii. All taxes, duties, levies etc. except GST prior to Base date i.e., 28 days prior to latest date of submission of Bid is deemed to be inclusive in the price quoted by Bidder. iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement & Deduction). iv. Successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.
ITB 14.8 (Additional Para)	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Consultant’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 Consultant’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Consultant) 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 Consultant will be advised on the process to be followed to obtain the refund from the concerned authority. The Consultant shall arrange for the remit of the refund to the Employer. In case of failure by the Consultant to remit such amounts, the same shall be recovered from amounts due for payment to the Consultant. The Pro forma of

	undertaking is provided in Section IV: Bidding Form. (Form-7)
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section IV: Bidding Form stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax (if applicable) shall be obtained by the bidders in the event of award of the work. (Form-32)
ITB 15.1	The currency of the Bid & payment shall be Indian Rupees (INR) only.
ITB 16.1	Add the following in addition to the provision in the ITB: Bidder must submit the supporting documents for the information provided for Minimum Eligibility Criteria and Quality Based Evaluation in Technical proposal as required in the Section –III. The Technical Proposal must not include any financial details. Any mention of financial terms will render the Technical Proposal invalid.
ITB 17.2	Deleted
ITB 17.3	Applicable if the bid is two stage i.e., Pre-Qualification Stage & Bidding Stage
ITB 18.1	The bid validity period shall be 180 (One Hundred & Eighty) days .
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	(a) A Bid Security is required as specified in NIT: (b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section-IV: Bidding Forms. Or In the form of Bid Securing Declaration, as per format provided in Section –IV of Bid Document (If applicable, as specified in ITB 19.2 below) (C) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of MAHA-METRO at address specified in Bidding Documents, within 7 (Seven) working days from the time and last date scheduled for handing over the Bidding Documents (online). (d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above), his bid shall not be considered for opening/evaluation & shall be rejected outright. (e) <u>Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as Bid Security as per Structured Finance</u>

	<p><u>Messaging System (SFMS).</u></p> <p>Bank Name: State Bank of India Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001 Bank Account Name: MAHARASHTRA METRO RAIL CORPORATION LTD. Bank Account No.: 35378499419 Bank Account Type: Current Account IFSC Code: SBIN0063868 MICR Code: 440002002</p> <p><u>Note: -</u></p> <p>Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p> <p>(f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank.</p> <p>(g) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-IV), which leads to affect the interest of Maha-Metro adversely, shall not be accepted. In such case Maha-Metro reserves the right to reject the EMD/Bid Security & disqualify the bid.</p> <p>(h) The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (Not preferred in this tender).</p>
ITB 19.2	<p>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSE (Micro and Small Enterprise).</p> <p>If applicable, the bidder shall submit "Bid Securing Declaration" as per Format- 34, Section-IV</p>
ITB 19.3	<p>The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and ITB 19.1 above.</p>
ITB 19.4	<p>EMD /Bid Security shall be as per ITB 19.1 & NIT</p>
ITB 19.5	<p>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.</p>
ITB 19.8	<p>The bid security or a Bid Securing Declaration (if applicable, Ref.19.2), as specified in Section-II BDS, Cl No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.</p>
ITB 19.9	<p>Bid Security is required in this bid.</p>

ITB 20.1	<p>Replacement for ITB as under:</p> <p>Bid to be submitted through E-Tender portal of Maharashtra Govt i.e. http://mahatenders.gov.only.</p>
ITB 20.2	<p>Replacement for ITB as under:</p> <p>The Bid shall be submitted by bidder, online through e-tender portal of MAHA- Metro. Details has been described at ITB clause no. 21 & Annexure-II-C</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV: Bidding Forms ii. A notarized Power of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited Company, LLP company) iii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.
ITB 20.3	<ol style="list-style-type: none"> i. In case of JV / Consortium the power of attorney holder of lead member is authorized to sign all legal documents, bid documents and other enclosures. ii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents. iii. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms. iv. The facility on the E-tender portal of Maharashtra Govt is also available for viewing & downloading the document free of cost.

D. Submission and Opening of Bids

ITB 21.1, 21.2 & 21.3	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of Maharashtra Govt) (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"> i. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium. ii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice). iii. Scanned copy of POA of each member & Lead member in case of JV/ Consortium. iv. All relevant formats given in Section IV: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium. v. Certificate of registration and other statutory documents of formation of bidder's company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority. vi. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member). vii. Copy of all financial documents as directed in Section-III. viii. Relevant work experience certificate (in line of Section III: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section III. ix. All Format of Section-IV and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of Maharashtra Govt along with bid documents. <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal of Maharashtra Govt only.</p>
ITB 21.4 (Additional Para)	<p>1. Financial Bid (Commercial Envelope)</p>
ITB 21.4.1 (Additional Para)	<ol style="list-style-type: none"> i. The financial bid shall be submitted in financial envelope/commercial envelope. ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal of Maharashtra Govt shall be

	<p>duly filled up online by bidder.</p> <p>iii. Few price schedules may require to be filled up physically and required to be signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and a scanned copy of such schedules may be uploaded, as per instructions provided in the BOQ or E-Tender Portal.</p> <p>iv. The Total Bid Price includes all Taxes, Duties, Levies, Royalties (if not provided specifically) excluding applicable GST. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid & Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.</p>
ITB 22	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum.</p> <p>Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-C of bid document.</p>
ITB 23	<p>The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.</p>
ITB 24.1, 24.2 & 24.3	<p>i. As the bid process is through e-tendering portal of Maharashtra Govt, amendment/ modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid.</p> <p>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the same would not be possible but the bidder can opt not to proceed with the submission of the bid after opting “Re-work” option on E-tender portal. This can be done only prior to closing date and time of bidding process.</p> <p>iii. The bidder should further note that in such case of 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.</p>
ITB 25.1	<p>The bid opening/ shall take place at office of:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED “Metro Bhawan”, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</p> <p>Date: As per NIT</p>

	<p>Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under:</p> <p><u><i>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</i></u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <ol style="list-style-type: none"> i. The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal of Maharashtra Govt, their submission treated as non-responsive and no further technical evaluation will be carried out. iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro. iv. After evaluation of Technical Bid received electronically via E-Tender portal of Maharashtra Govt, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).
ITB 25.2	Cases of “Withdrawal of Bid” and “Modification of Bid” has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal of Maharashtra Govt. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of Maha Govt. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be</p>

	<p>generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders' representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha- Metro and the same shall be downloaded from the online E-Tender portal of Maharashtra Govt.</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 consultant are permitted to witness the opening process of Financial Bid.</p>

E. Evaluation, and Comparison of Bids

ITB 26.4 (Additional Para)	<p>The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.</p>
ITB 29.1.1 (Additional Para)	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <ol style="list-style-type: none"> All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the

	<p>submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal of Maharashtra Govt. through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium</p> <p>iii. has been accompanied by a valid Bid Security; and</p> <p>iv. meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected</p> <p>v. meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17</p> <p>Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Form – 3 of Section-IV)</p> <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
	Replace existing ITB 32 and its sub-Para as under
ITB 32.1	Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange Rates of Reserve Bank Of India at the close of business of the Reserve Bank of India on 7 days prior to the day of Bid submission , and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.
ITB 33.1	Deleted
ITB 34.1	No subcontractor is nominated by Employer.
ITB 34.2	Not Applicable
ITB 34.3	Not Applicable
ITB 34.4 (Additional Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Consultant.</p> <p>For sub-contracts exceeding Rs 5 million, it will be obligatory for the Consultant to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub- contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid</p>

	<p>50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>The Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements.</p>
ITB 35.2	<p>Replace existing ITB 35.2 as below:</p> <p>For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above only.</p> <p>Price variation clause will not be considered for financial evaluation.</p>
ITB 35.5	<p>As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government Of India No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid</p> <p><u>Hence following pertains to ABG is not applicable to this tender.-</u></p> <p>If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Bank Guarantee (APG) at the rate of 10% of the difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG).</p> <p>Additional Performance Guarantee (APG) shall be calculated as under: - A=Estimated cost of the work; B=Quoted price by the bidder; Difference of cost, C=A-B, if C > (10%A), then APG = (C-10%A) 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>
ITB 36.1	<p>Replace existing ITB 36.1 as below:</p> <p>The bids shall be compared on Quality cum Cost Basis Selection (QCBS) method as detailed in Section - III of the tender document.</p> <p>The Work will be awarded to the Bidder (Single entity/JV/Consortium), who score highest Marks in Quality Based and Cost Based evaluation combined together.</p>

F. Award of Contract

ITB 39.1	<p>Replace the existing ITB 39.1 with the following:</p> <p>Subject to ITB 38.1 and ITB 39.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest</p>
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	Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6 , provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4 .
ITB 39.2 (Additional Para)	In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.
ITB 40.4 (Additional Para)	The “Letter of acceptance” will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
ITB 42.1	The Performance Guarantee required in accordance with Clause 6.1.14 of the Section VIII - Special Conditions of Contract shall be for an amount as specified in Section IX-Particular Conditions of Contract in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable.
ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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

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

Office Memorandum

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

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

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



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

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

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

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

Order (Public Procurement No. 1)

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

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

Requirement of registration

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

Transitional cases

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

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

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

Incorporation in tender conditions

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

Applicability

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

Definitions

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

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

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

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

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

Sub-contracting in works contracts

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

Certificate regarding compliance

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

Validity of registration

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

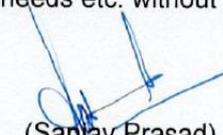
Government E-Marketplace

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

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Model Clauses/ Certificates

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


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

To

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

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Annex I: Competent Authority and Procedure for Registration

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

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

[*Note:

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

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Annex II: Special Cases

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

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Annex III**Model Clause /Certificate to be inserted in tenders etc.**

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

Model Clauses for Tenders

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

Explanation—

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

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

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

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

Model Certificate for Tenders

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

"/s/

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

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

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

Model Certificate for GeM:

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

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

BID DOCUMENT
FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

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



**THANE RING
METRO**

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, Near Dikshabhoomi,

Ramdaspath, Nagpur-440010, Maharashtra, INDIA

Website: www.mahametro.org

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 shows the homepage of the Maharashtra eProcurement System. The header includes the logo and the text 'Tenders Maharashtra - The Maharashtra Govt Tenders Information System'. Below the header, there are navigation links for 'Active Tenders', 'Tenders by Closing Date', 'Corrigendum', and 'Results of Tenders'. A central banner area contains a 'Welcome to eProcurement System' message and a 'Latest Tenders' table. The table lists a tender for 'CONSTRUCTION OF ROC GUTTER AND ROAD FROM PANDHARPUR BANK TO GUNGE HOME AT BHIMNAGAR WARD NO 9 BARSHI' with a closing date of 19-Oct-2023 04:00 PM and a bid opening date of 20-Oct-2023 05:00 PM. Below this is a 'Latest Corrigendums' table with one entry for 'Date Extension I' dated 18-Oct-2023 03:00 PM. On the right side, there is a sidebar with various utility links, including 'Click here to Login', 'Online Bidder Enrollment', 'Generate / Forgot Password?', 'Find My Nodal Officer', 'Tender Search', and a list of help documents. The 'Bidders Manual Kit' link is highlighted with a blue box.

Tender Title	Reference No	Closing Date	Bid Opening Date
6. CONSTRUCTION OF ROC GUTTER 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

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

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

BID DOCUMENT
FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

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



THANE RING
METRO

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA

Website: www.mahametro.org

SECTION-III: Evaluation & Qualification Criteria

This Section contains the criteria that the Employer shall use to evaluate bids and qualify Bidders in accordance with ITB Clause 35, 36 and 37 read with relevant provision in BDS. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Evaluation

1.1. In addition to the criteria listed in ITB 35.2 the following criteria shall apply:

The evaluation of the bids shall be conducted in the following two stages:

- a. **Minimum Eligibility Criteria:** Under this stage, the bidders' credentials shall be assessed against the minimum eligibility requirements.
- b. **QCBS Evaluation:**
 - i. **Quality-Based Evaluation:** Only those bids meeting the minimum eligibility requirements shall proceed to this stage. The bidders' credentials shall be evaluated against predefined criteria, and marks will be awarded accordingly. The maximum marks allocated for this stage is 100. Applicants whose technical proposal scores minimum 50 marks out of 100 Marks shall be considered for opening of Financial Bid.
 - ii. **Financial Evaluation & Award :** Bidder with Highest marks in both the Technical & Financial Evaluation (aggregate) shall be awarded

The bidder achieving the highest aggregate score across both evaluations shall be selected for the award of the work.

- 1.2. The assessment of the Technical Proposal submitted by a Bidder shall comprise evaluation of the Bidder's technical capacity.
- 1.3. Multiple Contracts - Not Applicable
- 1.4. Alternative Completion Times – Not Applicable
- 1.5. Technical alternatives – Not Applicable

2. Minimum Eligibility Criteria:

To enable the evaluation committee to carry out the evaluation of the bids effectively, the bidder should give full details with reference to the following:

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
				1	Eligibility		
1.1	Nationality	The Bidder must be a Single entity/Company/JV/Consortium registered in India under Companies Act 2013. However, if the bidder is 100% fully owned company registered in India of a Foreign Company, then for the purpose of evaluation of all parameters under Section-III (Evaluation & Qualification criteria) & Section-IV (Bidding Forms), the credentials of such Parent Foreign Company shall be considered.	Must meet requirement	N/A	Must meet requirement	N/A	Certificate of Incorporation or Registration certificate etc.
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Form-1 (Letter of Bid)
1.3	Agency Eligibility	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Form-3
1.4	Government Owned Entity of the Borrower country	Meet conditions of ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Form-3
2.0	Historical Contract Non-Performance						
2.1	History of Non-Performing	Non-performance of a contract ¹ did not occur as a result of contractor's default in the past five (5)	Must meet requirement ²	N/A	Must meet requirement ²	N/A	Form-15

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

² This requirement also applies to contracts executed by the Bidder as JV member.

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
	Contracts	years.					
2.2	Suspension Based on absence of Bid Security	Not under suspension based on absence of a Bid Security pursuant to ITB 4.4 or withdrawal of a Bid pursuant to ITB 19.9.	Must meet requirement	N/A	Must meet requirement	N/A	Form-1
2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant.	N/A	N/A	N/A	N/A	Form-15
3.0	Financial Situation and Performance						
3.1 (a)	Financial Capabilities (cash flow)	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 0.86 Crore for the subject contract.	Must meet requirement	Must meet requirement	Must meet Min. 20% (Twenty) of the requirement	For Lead Member: Must meet Min. 50% (Fifty) of the requirement	Form-18
3.1 (b)	Bid Capacity	Evaluation of Bid Capacity: - The Tenderers will be qualified only if their available bid capacity is more than INR. 20.62 Cr. Available bid capacity will be calculated as under: Available Bid Capacity = 2AN-B Where A= Maximum value of consultancy work in any one (1) year during the last five (5) years N =No. of years in which work is to be completed (N = 1 in this case) B = Value at price level as on the twenty-eight days prior to 'date for tender submission' of existing commitments and on-going works to be completed during next one (1) year	Must meet requirement	Must meet requirement	Must meet requirement as per their % share of participation in JV	-----	Form-17 & Form-19

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	

starting from the twenty-eight days prior to 'date for tender submission'.

Note:

- In case of a Joint Venture/Consortium, the above formula will be applied to each member to the extent of his proposed percentage (%) participation in the execution of the work. The Bid Capacity of the Joint Venture/Consortium will be the sum total of the Bid Capacity of each member of the Joint Venture/Consortium as calculated above.
- Value of 'A':
The maximum value of consultancy work in any one year during last five (5) years ('A' in the above formula) shall be the maximum turnover of consultancy work in any one (1) financial year during the last five (5) financial years. Financial year as applicable in the origin of the bidders would be considered. The turnover of consultancy work to be furnished in response to details furnished in Form-17 of Tender shall be considered for evaluating the value 'A' in above formula and the details furnished by the applicant shall be supported with audited copies, duly certified by Independent chartered accountant/CPA, indicating Annual turnover of consultancy work only.
- Value of 'B':
The value of existing commitments ('B' in the above formula) as furnished in response to details furnished in Form-19 of Tender shall be considered. The 'twenty-eight days prior to date for tender submission' means for eg: Say, if 'date for tender submission' is 26.09.2025, then 'twenty-eight days prior to date for tender submission' will be 29.08.2025 and next 1 years period will be period up to

Consultant

Maha Metro

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
3.1 (c)	Net Worth	28.08.2026. Net worth of Bidder ending 31 st March'2025 should be positive. Note: Only Statutory Auditor's certificate required to be enclosed with bid. The certificate must be with UDIN	Must meet requirement	N/A	Must meet requirement	N/A	Form 16
3.1 (d)	Net Profit	Summery sheet of audited balance sheets for the last 5 (five) years (FY 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. The Bidder Must have made Net Profit during any two of the last 5 financial years i.e. (FY 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) Note: 1. Statutory Auditor's certified summary sheet of each year need to be enclosed with bid. The certificates must be with UDIN 2. Copy of audited balance sheets also need to be submitted along with the bid	Must meet requirement	N/A	Must meet requirement	N/A	Form-16
3.2	Average Annual Turnover	Minimum average annual turnover of INR 10.31 Crore within the last 5 (five) years. Note:- Last five years shall be FY 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2022 shall be treated equivalent to the data of FY 2022-23 and so on. Statutory Auditor's certified summary sheet of audited balance sheet need to be enclosed with bid. The certificate	Must meet requirement	Must meet requirement	Must meet Min. 25% (Twenty Five %) of the requirement	For Lead Member: Must meet Min. 50% (Fifty%) of the requirement	Form-17

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
						must be with UDIN Copy of audited balance sheets also need to be submitted along with the bid	
4.0	Experience						
4.1	General Consultancy Experience	Experience under Rolling Stock Design, UTO Design Review, UTO design validation, interface review, interface validation, inspection, testing and commissioning of metro or light metro trains in the role of prime consultant or JV member**, in last 10 years ending on the last day of the month, previous to which the latest bid due date falls.	Last 10 years.	N/A	Last 5 years	For Any one member during last 10 years	Form-20
4.2 (a)	Specific Work Experience	<p>Bidder should have executed "Similar Work" during last 10 years period prior to the latest date of submission of bid and should be either of the following reckoned from the last day of the month previous to the one in which the latest date of the bid submission falls:</p> <ul style="list-style-type: none"> i) The bidder must have executed "Similar Work" of cost not less than INR 16.50 Cr under "One Contract". ii) The bidder must have executed "Similar Work" of cost not less than INR 10.31 Cr under each of the "Two Contracts". iii) The bidder must have executed "Similar Work" of cost not less than INR 8.25 Cr under each of the "Three Contracts". <p>"Similar Works" means any one work mentioned below which is completed or ongoing contracts wherein the bidder should have received the payment more than the qualifying amount (as defined in i,ii & iii above) in last 10</p>	Must meet requirement.	Must meet requirement.	NA	NA	Form-21 & Form-38

Consultant

Maha Metro

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	

years for the below works. Client certificate for the payment received should be produced along with the bid.

- i) Rolling Stock Design / UTO Design Review / UTO design validation / UTO interface review & Interface validation / Rolling Stock inspection Consultancy / Consultancy for testing and commissioning of metro or light metro trains as a direct contractor or sub-contractor as a JV/Consortium member.

Note: -

1. Sufficient proof such as performance certificate, Work experience certificate or any other substantial proof of work duly certified by the tendering firm/company shall be submitted to substantiate the qualification and experience.
2. Client certificate should clearly mention extent of completion.
3. Maximum number of entities in JV/Consortium should be 3 (three) (i.e. Lead Member + 2 Other Members).

3. Special Notes:

- i. ****Joint Venture Member:** Full (100%) experience for previous works of the JV/consortium shall be considered, only if the claiming member of the consortium has at least 60% share in previous JV/consortium for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to the percentage share of participation in the subject Consortium/JV shall be considered.
- ii. Existing JV/Consortium already worked/working in any department & meeting the eligibility criteria mentioned in Section-3: Evaluation & Qualification Criteria of Bid Document, can bid with the same JV configuration as a Single Entity.
- iii. The JV/Consortium member having maximum % contribution in proposed JV should be treated as Lead Member. Lead member should not have less than **51%** participation and other members shall have minimum **20%** participation in the proposed JV /

Consortium for this work. Members with more than 20% participation shall only be treated as substantial members. Experience of substantial member shall be considered for evaluation.

- iv. The mentioned experience must be supported by duly signed and stamped certificate from the employer. Bidder shall submit the contact details of issuing authority of the certificates for verification.
- v. Credential certificates issued by Government Organizations / Semi Government Organizations of Central or State Government; or by Public Sector Undertakings / Autonomous Bodies or Central or State Government; or by Public Ltd. Companies listed in Stock Exchange in India or Abroad shall only be accepted for assessing the eligibility of Tenderer.
- vi. In case the work is executed for Public Ltd. Company listed in Stock Exchange in India or Abroad, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S. certificate for all payments received and copy of final/last bill paid by client shall also be submitted.
- vii. The tenderer shall submit project management plan duly indicating Organization chart together with clear description of the responsibilities of each member, detailed scope of work within overall work program within one month after award of contract as specified in Payment schedule milestone.
- viii. The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed.
- ix. All team members/ Consultants shall be fully conversant & fluent in English language.
- x. Consultancy team shall be headed by Project Manager having experience not less than 15 years with at least 10 years as Project manager/ Team leader.
- xi. The consultant team may require back-office support for technical advice of discipline experts for different systems and O&M requirements to fulfill the objective of the project. Consultant shall confirm availability of such back-office support, if considered.
- xii. Academic qualifications for Consultant Expat & Indian: Minimum Engineering degree. (Sufficient proof shall be submitted to substantiate the qualification & experience). Project Manager along with the team of consultants shall attend discussions / progress meetings (monthly) on the suggested measures for smooth implementation of UTO with MAHA METRO & submit progress report for improvement on various systems i.e. Rolling stock, Signaling, Telecom etc. as specified in Section 7, Scope of Work.

1.1 1. Evaluation Process based on Quality & Cost Based System (QCBS)

An evaluation committee will be constituted by Maha-Metro to evaluate the technical proposals. The evaluation will be based on their responsiveness to the Terms of Reference, and will be done by applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to all aspects of the Technical Qualification & Evaluation criteria.

- a) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.
- b) Financial Proposals shall be taken up only with those firm/company who meet the technical criteria.
- c) The technical evaluation carries weightage of 70% of Stage-I score & financial evaluation carries weightage of 30% of Stage-II score at final combine scoring of the bidder.

1.1.1 Stage-I: Technical evaluation of Proposals: (Maximum Marks=100), Weightage=70%

On the first stage, the technical proposal will be evaluated on the following criteria. Only those applicants whose technical proposal scores minimum **50 marks** out of **100 Marks** shall be considered for opening of Financial Bid. Maximum marks assigned for different evaluation criteria specified below: -

S. No	Description of Technical Evaluation Criteria	Max Marks
I.	<p>Average Annual Turn Over for the last five financial years. Certified by Statutory Auditor with UDIN</p> <ul style="list-style-type: none"> • More than or equal to Rs. 10.3 Cr to less than Rs. 17 Cr: 10 marks • More than or equal to Rs. 17 Cr to less than Rs. 25 Cr: 12 marks • More than or equal to Rs. 25 Cr : 15 marks <p>This criterion will help in evaluating the financial stability and capability of the bidder.</p> <p>In case of JV Consortium, the figures will be taken as detailed below. <i>In case of a Joint Venture/Consortium, the evaluation shall be carried out collectively after applying the pro-rata percentage participation of each member, and not on an individual basis. For eg., if there are three members in a Joint Venture/Consortium with pro-rata percentage participation of A%, B% and C%, and the Average Annual Turnover of the respective members is X, Y and Z, then the evaluation for this criterion will be based on the pro-rata percentage weighted aggregate, i.e., (AX+BY+ CZ).</i></p> <p><i>For the purpose of evaluation, all prices will be converted to Indian Rupees using the Exchange rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year.</i></p>	15
II.	<p>Number of years in business from date of Incorporation Registration Certificate of Incorporation / Statutory Registration / Shop Act License certificate (As the case may be) – Period shall be considered from the date of incorporation/Shop Act Registration of bidding firm/company. This criterion will help in evaluating the stability and experience of the firm in the market. Minimum of 10 years starting from 1st April 2015 – 10 marks</p>	10
III.	<p>Work Experience: Requirement of having experience in providing the General Consultancy/ project management consultancy services for UTO based Metro system during last 10 years. (Sufficient proof such as performance certificates during last 10 years. Work experience certificate from the client shall be submitted to substantiate the</p>	10

Section-III: Evaluation and Qualification Criteria

	qualification and experience).	
IV.	Requirement of having a specific Experience of UTO design consultancy Services for the Metro projects and commissioning the Metro Line in last 5 years. The consultancy firm must have done commissioning of a metro line of <ul style="list-style-type: none">• 4KM & above – 10 marks• 2KM to 4KM – 7 marks• Up to 2KM – 4 marks	10
V.	Evaluation of CVs of personnel/experts submitted in the bid for Stage-1: Proposed personnel must have experience of operations roles and development/review of plans/tender documents. The details of evaluation of CVs & their marking is given at Table-1 below: For below mentioned positions <ol style="list-style-type: none">1. Signalling & PSD expert (07 marks)2. Rolling Stock expert (07 marks)3. Telecommunication expert (06 marks)	20
VI.	Evaluation of Bid submission (Technical Proposal): Methodology and Planning for providing consultancy, submission of reports, tender documents & other services to Maha-Metro to be provided by bidder in presentation <ol style="list-style-type: none">1. Methodology of formulation of reports, project wide interface documents, tender documents, exp. of the firm in implementation of UTO in other metros – 12 marks2. Methodology of formulation of Rolling Stock design, Interface co-ordination with UTO signalling - 15 Marks3. Involvement & efficiency of deliverables of consultancy firm/proposed personnel in Indian metros - 08 Marks.	35

Table-1

Evaluation of CVs Submitted. The below scores shall be considered on pro-rata basis of weightage and converted to 20marks as in table 1.1.1 above.

Rolling Stock Expert – 35% weightage		
SN	Criteria	Score
1.	Education	25
a.	Graduate Degree in Electrical Engineering	25
2.	Total Experience	30
a.	10 to 15 Years	20
b.	15 to 20 years	25
c.	More than 20 Years	30
3.	Experience in Design & Implementation of Rolling Stock System	25
a.	03 to 05 Years	15
b.	05 to 07 years	20
c.	More than 07 Years	25
4.	Experience in Preparation of tender documents	20
a.	05 to 07 Years	05
b.	07 to 10 years	10
c.	More than 10 Years	20

Signalling, PSD expert – 35% weightage		
SN	Criteria	Score
1.	Education	25
a.	Graduate Degree in Electronics and Telecommunication.	25
2.	Total Experience	30
a.	10 to 15 Years	20
b.	15 to 20 years	25
c.	More than 20 Years	30
3.	Experience in Design & design review of CBTC Signalling System & PSD/PSG	25
a.	05 to 07 Years	15
b.	07 to 10 years	20
c.	More than 10 Years	25
4.	Experience in Preparation of tender documents	20
a.	05 to 07 Years	05
b.	07 to 10 years	10
c.	More than 10 Years	20

Telecommunication expert – 30% weightage		
SN	Criteria	Score
1.	Education	25
a.	Graduate Degree in Electronics and Telecommunication.	25
2.	Total Experience	30
a.	10 to 15 Years	20
b.	15 to 20 years	25
c.	More than 20 Years	30

Section-III: Evaluation and Qualification Criteria

3.	Experience in Design & design review of Telecom System	25
a.	05 to 07 Years	15
b.	07 to 10 years	20
c.	More than 10 Years	25
4.	Experience in Preparation of tender documents	20
a.	05 to 07 Years	05
b.	07 to 10 years	10
c.	More than 10 Years	20

1.1.2 Stage -II. Financial evaluation of proposals: (Maximum Marks = 100)

In the second stage the financial evaluation will be carried out based on bid total proposed by bidders. The authority will determine whether in the financial proposals are complete, unqualified and unconditional. The cost indicated the financial proposals shall be deemed as final and reflecting the total cost of services. The Financial Evaluation carries weightage of 30%. Financial score shall be ranked as per the score achieved by them from lowest to highest financial score.

1.2 Illustration for Financial Evaluation:

1.2.1 Financial Evaluation will be done as per following.

Suppose there are four bidders A, B, C & D 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 Offered Cost** of work shall be considered for evaluation.

S. No.	Name of the Party	Price Quoted by bidder (Grand Total of Annual Quote including all taxes in Rs.)-Financial Bid	Remark
1.	A	X1	
2.	B	X2	Suppose "B" quoted the lowest
3.	C	X3	
4.	D	X4	

1.2.2 The evaluation of score shall be as under: -

- i. $A = X2/X1 \times 100$
- ii. B = Price quoted by B is the lowest, he will get full 100 mark
- iii. $C = X2/X3 \times 100$
- iv. $D = X2/X4 \times 100$

1.2.3 Stage-III. Combined Technical and final evaluation:

Final score shall be calculated as under: -

Technical Bid and Financial Bid. $FS' = (TS \times TW) + (FS \times FW)$

- FS' = Final Score
 TS = Technical Score
 TW = Technical Weightage (70%)
 FS = Financials Score
 FW = Financial Weightage (30%)

1.2.4 Weightage for Technical and financial proposals.

- Technical Submission Weightage = 0.7
 Financial Submission Weightage = 0.3

The Contractor will be finally ranked as per combined final weighted score & the Contractor who will score highest marks, shall be proposed for award of the work.

Note: In case, two bidders score equal highest marks, the bidder with lower financial quote (higher financial score) shall be awarded the work.

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

BID DOCUMENT
FOR

Name of work: -

Consultancy for Review & Interface Validation between Various systems during Tendering Phase with Regard to Implementation of UTO Operations in Thane Integral Ring Metro Rail project and Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

PART 1: BIDDING PROCEDURE
SECTION IV: BIDDING FORMS



THANE RING
METRO

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA

Website: www.mahametro.org

Section IV. Bidding Forms

Sr. No.	Form No.	Name of Form
01.	Form No.1	Letter of Bid
02.	Form No.2	Pro-Forma Letter of Participation from Each Partner of Joint Venture /Consortium
03.	Form No.3	Statement of Integrity, Eligibility and Social and Environmental Responsibility
04.	Form No.4	Organization Chart & deployment of staff
05.	Form No.5	Method Satatement (Not Applicable)
06.	Form No.6	Work Program
07.	Form No.7	Certificate of compliance
08.	Form No.8	Deployment of construction machinery/equipments/systems (Not Applicable)
09	Form No.9	Quality Assurance plan
10	Form No.10	Outline safety assurance plan (Not Applicable)
11	Form No.11	Outline Safety, Health and Environmental Plan (Not Applicable)
12	Form No.12	Outline Project Management Plan
13	Form No.13	Bidder's information
14	Form No.14	Bidder's JV/Consortium information
15	Form No.15	Historical contract non-performance, pending litigatons and litigation history
16	Form No.16	Financial situation and performance
17	Form No.17	Average annual turnover
18	Form No.18	Financial resources
19	Form No.19	Current contract commitments/ Design Consultancy work in progress
20	Form No.20	General design experiance
21	Form No.21	Specific detailed design experiance
22	Form No.22	Form of bid security
23	Form No.23	Form of joint bidding agreement
24	FormNo.24	Form of Legal capacity/power of attorney
25	Form No.25	Letter of undertaking regarding confidentiality of bid information
26	Form no.26	Undertaking for downloading of bid documents
27	Form No.27	Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank
28	Form No.28	Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda
29	Form No.29	Form of Declaration for non-engagement of any agent, middleman or intermediary
30	Form No.30	Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal
31	Form No.31	Undertaking for passing on benefits of exemptions to MAHARASHTRA METRO RAIL CORPORATION LIMITED and for adjustment of amounts due from balance due
32	Form No.32	Undertaking for obtaining registrations under various fiscal and labour laws
33	Form No.33	Declaration of undertaking
34	Form No. 34	Bid Securing Declaration
35	Form No. 35	Power of Attorney of Sole / Single Bidder
36	Form No. 36	Declaration of bidder as a signatory of Proprietorship firm
37	Form No. 37	Bid Index
38	Form No. 38	Information of JV/consortium members in relation to past experiance or nature of consultancy work undertaken <i>Not applicable to this tender</i>
39	Form No. 39	Undertaking for appointment of Proof-checking Consultant incase of DDC & GC are common/have common party (<i>Not applicable to this tender</i>)

Form -1**Letter Of Bid**

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

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

To:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: (*name of work*) _____;
- (e) Our bid shall be valid for a period of _____ days (*as per BDS*) from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

Notes:-

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

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

Form-2

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

Dt.-----

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

Sir,

Regarding:

Tender No.: _____

Name of Work: _____

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

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

‘This JV/CONSORTIUM is led by *(Name of lead member)*whom we hereby authorize to act on our behalf for the purpose of submission of Bid for and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.’

OR

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

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

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

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

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

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

* Delete as applicable

Form-3

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

To:

Maharashtra Metro Rail Corporation Limited, Nagpur

1. We recognise and accept that ADB / EIB / Agency only finances projects of MAHARASHTRA METRO RAIL CORPORATION LIMITED (the Contracting Authority) subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between ADB / EIB / Agency and our company, our joint venture or our sub-Consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our sub-Consultants are in any of the following situations:
 - 2.1. being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2. having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract³;
 - 2.3. being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4. having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5. not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6. having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an ADB / EIB / Agency-financed contract;
 - 2.7. being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>⁴;
 - 2.8. having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.

³In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this ADB / EIB / Agency-financed contract.

⁴In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this ADB / EIB / Agency-financed contract.

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

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

Name:- _____ In the capacity of _____

Signature:- _____

Duly empowered to sign the bid in the name and on behalf of⁵ _____

⁵ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.

Form-4Organization Chart & Deployment of staff

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

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

S.No.	Name	Qualification	Designation

Form-5Method Statement (Not Applicable)

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

Works Programme (Not Applicable)

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

10. The Bidders' attention is drawn to the Programme Logic Diagrams, which shows the general relationship between the Works under the Contract, Contract periods of Designated Contracts and Key Dates (**Section X, Part-3'**) (including that for completion of the Works). The logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.

Form-7

Certificate of Compliance

(On Bidder's Letterhead)

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

**Signed
Authorized Representative**

Seal:

Date:

Form-8**Deployment of Construction Machinery/ Equipment / Systems (Not Applicable)**

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

Note:

1. The above shall be submitted by the bidder in accordance with the clause no.6 of Section-III, (Evaluation & Qualification Criteria), of Part-1 of Bid Document.

Form-9**Quality Assurance Plan (Not Applicable)**

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

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

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

Form-10Outline Safety Assurance Plan (Not Applicable)

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

The Bidder shall submit as part of its Bid an Outline System Safety Assurance Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the design, construction / manufacture, transport, integrated testing and commissioning of Works.

The Outline System Safety Assurance Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electromagnetic compatibility / Electro-magnetic Interference Control, reliability, availability and maintainability as given in this Bid.

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

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

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

Form-11**Outline Safety, Health and Environmental Plan (Not Applicable)**

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

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

Outline Project Management Plan

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

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

Bidder's Information Form

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name Of Work: _____

S.No.	Description	Information
1	Bidder's name	
2	In case of Joint Venture /Consortium, name of each member & a separate information form for each member shall be filled & enclosed.	
3	Bidder's country of registration: <i>[indicate country of Constitution]</i>	
4	Bidder's legal address [in country of registration]:	
5	Bidder's year of incorporation:	
6	Core Business	
7	Principal place of business	
8	Contact No. Of main Office at Principal place of business.	
9	Bidder's Present Address of Correspondence:	
10	E-Mail ID	
11	Bidder's authorized representative's information (As per POA / Declaration of authorized signatory)	
12	a) Name:	
13	b) Designation	
14	c) Address	
15	d) Telephone No.	
16	e) Mobile No.	

17	f) E-Mail ID	
18	PAN NO.(If Indian bidder)-Copy to be enclosed	
19	GST No. (If Indian bidder)-Copy to be enclosed	
20	Attach copies of original documents of following	
	(a) Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.	
	(b) In case of JV/Consortium, letter of intent to form JV/Consortium or JV/Consortium agreement, in accordance with ITB 4.1.	
	(c) In case of Government-owned enterprise or institution, in accordance with ITB 4.3documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer 	
21	Power of Attorney in favour of authorized signatory supported by board resolution	
22	A list of Board of Directors with DIN No., and the beneficial ownership.	

Form-14

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

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name Of Work: _____

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

Form-15

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

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name Of Work: _____

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

Financial Situation and Performance

(In case of JV/Consortium each member shall fill a separate form)

Bidder's Name: _____
 JV Member's Name _____
 Tender Number _____
 Name of Work _____

Type of Financial Information	Historic information for previous 05 Financial years				
	2020-21	2021-22	2022-23	2023-24	2024-25
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Current Ratio (CA/CL)					
Liquid Assets (LA)					
Liquid Liabilities (LL)					
Liquid Ratio (LA/LL)					
Working Capital (WC=CA-CL)					
Net Worth (NW)					
Cash & Cash Equivalent (Including Bank Balance)					
Sundry Debtors					
Information from Income Statement					
Total Revenue/Turnover (TR)					
Profits Before Taxes (PBT)					
Profit After Taxes (PAT)					

1. Has the Tenderer been declared bankrupt...? Y/N
2. Has the Tenderer been declared insolvent...? Y/N

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

Seal of Bidder.

Note:

- 1) *In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.*
- 2) *Bidder are required to attach Financial Statements of preceding five Financial Year.*
- 3) *Net Worth (NW) means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditures and misc. expenditures not written- of, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.*
- 4) *For all annual financial statements, periods mentioned are ending with 2022-23. In case of ending of financial is Month of December then, annual financial statements shall be ending with financial year 2021.*

Form-17**Average Annual Turnover***(In case of JV/Consortium each member shall fill a separate form)*

Bidder's Name: _____

JV Member's Name _____

Tender Number _____

Name of Work _____

Year	Annual turnover data	
	Equivalent Amount (INR)	Updated value to Current year (Note 2)
2024-25		
2023-24		
2022-23		
2021-22		
2020-21		
Average Annual Turnover *		

* See Section _____, Evaluation and Qualification Criteria, Clause No. _____

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

Note:

- 1) ***In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information with valid UDIN.***
- 2) ***All prices in foreign currency will be converted to Indian Rupees using the Exchange Rates for those currencies published by the Reserve Bank of India on the day 28 days (Base date) prior to the date of Bid submission.***

Form-18**Financial Resources (Not Applicable)***(In case of JV/Consortium each member shall fill a separate form)*

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name of Work: _____

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria) Clause No. 3.1 (a)

No.	Source of financing	Amount (INR)	Amount (INR)
1			
2			
3			

Form-19

Current Contract Commitments / Design Consultancy Works in Progress

(In case of JV/Consortium each member shall fill a separate form)

Bidder's Name: _____
 JV Member's Name _____
 Tender Number _____
 Name of Work _____

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

Current Contract Commitments

S.No.	Name of Contract	Employer Name, address, Contact details, Email	Value of Outstanding Consultancy work (Eq. USD)	Value of Outstanding Consultancy work (Eq. INR)	Estimated Completion date	Average monthly invoicing of last six months (US\$/monthly)
1						
2						
3						
4						
5						
6						
	Total					

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

Seal of Bidder.

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

Form-20

General Consultancy Experience

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

Bidder's Name: _____

JV/CONSORTIUM Member's Name _____

Tender No. : _____

Name of Design Consultancy Work:- _____

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

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

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

Form-21**Specific Work Experience***(Each Bidder or member of a JV/CONSORTIUM must fill this form)*

Bidder's Name: _____

JV/CONSORTIUM Member's Name _____

Tender No. : _____

Name of Work:- _____

Similar Contract No.	Information				
Contract Identification					
Award date					
Completion date					
Penalties Imposed for delay/other reasons					
Arbitration or Litigation imposed					
Role in Contract	Lead Member <input type="checkbox"/>	Member in JV/CONSORTIUM <input type="checkbox"/>	Architectural <input type="checkbox"/>	Structural Design <input type="checkbox"/>	MEP <input type="checkbox"/>
Total Contract Amount (INR)					
If member in a JV/CONSORTIUM or sub-Consultant, specify participation in total Contract amount					
Employer's Name:					
Address: Telephone/fax number E-mail:					

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

Note:-

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

Specific Work Experience (continue.)

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

Notes:

1. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
2. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.
3. Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.
4. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year.
5. For the works completed in the current year, before 31st of December, the conversion rates of foreign currency shall be applicable at the exchange rate of close of business of the Reserve Bank of India on the day 28 days (Base Date) prior to the Bid submission date.
6. For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.

Form-22**Form of Bid Security**
(Demand Guarantee)

Date: _____

BID GUARANTEE No.: _____

Beneficiary: _____

Tender No:- _____

Guarantor: _____

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably without any demure, reservation context, recourse or protest and or without any reference to the Consultant undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document without needing to prove or show grounds for such demand accompanying or identifying the demand, stating that either the Applicant:

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

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

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

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

[signature(s)]

Form 23

Form of Joint Bidding Agreement

(JV/ Consortium Agreement)

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

- 1. In consideration of the selection of the Consortium as the Successful Bidderby the Company, we

the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here) to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MAHARASHTRA METRO RAIL CORPORATION LIMITED or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with MAHARASHTRA METRO RAIL CORPORATION LIMITED and thereafter till the expiry of the Contract.

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations under the Contract with MAHARASHTRA METRO RAIL CORPORATION LIMITED. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the Consortium Members, the Lead Member shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of _____.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the Consortium.
8. It is hereby agreed that in case of selection of bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the Consortium, as stipulated in the Bidding Documents.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:

.....
.....
12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.

- 13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
- 14. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] / [the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]
- 15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.
- 16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.
- 17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

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

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

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

.....
(Signature)
representative)

.....
(Signature of authorized

Name:
Designation:.....
Place:
Date:

Name:
Designation:

Witness:

1.
(Signature)
Name

Designation.....

2.

(Signature)

Name

Designation.....

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

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

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)

Name:
Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

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

Place:
Date:

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

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

.....
(Signature)

.....
(Signature of authorized

Name:
Designation:
Place:
Date:

representative)
Name:
Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

Form 24**Form of Legal Capacity / Power of Attorney***(Refer ITB20.2)*

(To be forwarded on the letterhead of the Bidder or Lead Member of JV/Consortium, as the case may be)

Format for Board Resolution**(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of JV/Consortium)**

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

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

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

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

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding entity

Notes:

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

Or

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

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the **Lead Member** of the aforesaid **JV/Consortium** and also as true and

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

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

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

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Directors of the Bidding Entity.

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

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

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

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

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

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

respect of the above and also for making representations to MAHARASHTRA METRO RAIL CORPORATION LIMITED and providing information / responses to MAHARASHTRA METRO RAIL CORPORATION LIMITED, representing the **JV/Consortium** in all matters before MAHARASHTRA METRO RAIL CORPORATION LIMITED, and generally dealing with MAHARASHTRA METRO RAIL CORPORATION LIMITED and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with MAHARASHTRA METRO RAIL CORPORATION LIMITED and thereafter till the expiry of the Contract.

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

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

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

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding Entity

Notes:

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

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

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

WHEREAS Maharashtra Metro Rail Corporation Limited, (the Company) has issued the Bidding Documents on _____ / Tender No. for inviting Bids for '.....' [name of the work] for Maharashtra Metro Rail Corporation Limited on the terms and contained in the Bidding Documents;

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

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

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

Know all men by these presents, We (Insert name and address of the registered office of the Member-1), (Insert name and address of the registered office of the Member-2) (Insert name and address of the registered office of the Member-n) do hereby constitute, appoint and authorize(name and registered office address of the Lead Member), which is one of the Members of the JV/Consortium, to act as the **Lead Member** and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of JV/Consortium's Bid in response to the *Bidding Document dated / Tender No* _____ issued by the Company for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which the Company may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above. The aforesaid Attorney shall be further authorized for making representations to the Company named in the Bidding Documents, and providing information / responses to the Company named in the Bidding Documents, representing us and the JV/Consortium in all matters before the Company named in the Bidding Documents, and generally dealing with the Company named in the Bidding Documents and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

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

Signed by the within named
.....[Insert the name of the executant company]
through the hand of

Mr.
(duly authorized by the Board to issue such Power of Attorney

Signature of Executant

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS:

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

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

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

**(E) Format for PoA for Lead Member of JV/Consortium
POWER OF ATTORNEY**

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

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

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

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

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

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

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

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

Dated this day of

Accepted

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

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

(Name, designation and address of the executant)

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

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

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

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

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

Know all men by these presents, We(name and address of the registered office of the Member of the **JV/Consortium**, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to sign bid document and execute the Contract Agreement and any other requisite document in our name and our behalf for *Tender No.*'.....' [*name of the work*] for Maharashtra Metro Rail Corporation Limited in response to the Bidding Document dated _____ issued by Maharashtra Metro Rail Corporation Limited (MAHARASHTRA METRO RAIL CORPORATION LIMITED) (the Company) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

(Add in the case of a Consortium)

Our firm is a Member of the Consortium of _____, _____ and _____

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

Signed by the within named[Insert the name of the executant company] through the hand of Mr. Signature of executant duly authorized by the Board to issue such Power of Attorney (As per board resolution)

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

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

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per BDS 26.4)

To:**Date:**

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

Ref:-

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

Signed:

For and on behalf of

(Name of Bidder / Joint Venture / Consortium)

(To be signed by each member of the Joint Venture / Consortium, as applicable)

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

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

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

Company name

Name

Signature

Address of correspondence

E-mail ID

Phone Fax

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

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

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

SIGNATURE OF BIDDER

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

Form-28

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

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

1. Addendum No.
2.
3.
4.

SIGNATURE OF BIDDER

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

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

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

SIGNATURE OF THE BIDDER

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

Form No.30

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

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

SIGNATURE OF BIDDER

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

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

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

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

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

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

Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:-_____

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

I also undertake to indemnify MAHARASHTRA METRO RAIL CORPORATION LIMITED in case of any loss caused due to non-registration.

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

Signed.....
For on behalf of
(Name of Bidder / Consortium)

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

Form No.33

Declaration of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

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

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

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

(Name of company)

(Signature(s))

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

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

Form-34

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

Dt.

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

To,

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal [where appropriate]

Note: Relevant Copy of certificate of MSE (Micro & Small Enterprise) registration shall be enclosed by bidder

Form-35

Format for Power of Attorney

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

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

(Power of Attorney to be provided by the Bidder Company/ Bidder in favour of its representative as evidence of authorized signatory's authority)

Know all men by these presents, we (Name and address of the registered office of the Bidding Company or Bidder) do hereby constitute, appoint and authorize Mr./Ms.....S/o..... (name and residential address) who is presently employed with us and holding the position of as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [Name of the work] for Thane Integral Ring Metro Project of Maha-Metro in response to the Bid (Tender No.)issued by Maharashtra Metro Rail Corporation Limited (the Employer) including signing and submission of the Bid and all other document related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Document. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Document and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

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

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

Mr.....

Name of the Executant)

Duly authorized by the Board to issue such Power of Attorney by board resolution Dt.....

(Copy enclosed

Dated this _____ day of Accepted.....

Signature of the POA holder)
(Name, designation and address of the POA holder)

Attested

.....
(Signature & Seal / stamp of the executant)
(Name, designation and address of the executant)

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

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

WITNESS:

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

Notes:

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

Form No. 36**UNDERTAKING OF AUTHORIZED SIGNATORY
(If bidder is sole & Proprietorship firm)**

(To be typed on INR: 100 Stamp Paper & notarized by Notary Public)

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

(Signature of Proprietor)

Full Name:

Date:

Place:

Seal:

Signature & Seal of Notary Public

Note:

1. The above declaration shall be notarized by notary public

Form No.-37**Bid Index**

Bidder's Name:- _____

Tender No.: _____

Name Of Work: _____

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

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

Form No.-38***Not applicable to this tender*****Information of JV/consortium members in relation to past experience or nature of consultancy work undertaken**

Sr. No.	Area of Expertise	Name & detail of Proposed JV/ consortium member who will undertake the respective area of expertise	Detail of Past Experience (i.e. detail of similar nature of work) of the Proposed JV/ consortium member
1.	Architectural Design		
2.	MEP Design		
3.	Structural Design		

I hereby undertake that the JV/ consortium members as mentioned above for consultancy work under the scope of this tender shall work for the respective area of expertise. This is in accordance with **NOTE** for Clause no. 3.2 (a) or 3.2 (b) which is applicable for each member of JV/consortium for qualification of the Technical Eligibility Criteria.

.....
Authorised Signatory
(with seal)

Not applicable to this tender

Undertaking for appointment of Proof-checking Consultant in case of DDC & GC are common/have common party

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

We hereby undertake to appoint an independent third party proof-checking Consultant incase of pt 6 as per Sec-III, Part-I of this tender document.

The cost incurred in appointment of this proof-checking Consultant shall be borne by us for the services of this proof-checking Consultant shall be uptill the completion of this DDC services.

Signed.....

For on behalf of

(Name of Bidder / Consortium)

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

Form No. 40**Not applicable to this tender****Bidder's Submission for Quality based Evaluation**

(To be submitted on Bidder's Letterhead)

Dated:.....

Bidder's Name: _____

Tender No. : _____

Name of Work: - _____

A) Criteria-I: Average Annual Turnover

Following is the Average Annual Turnover of the Bidder

Bidder	2024-25	2023-24	2022-23	2021-22	2020-21	Average of last five years
Single Entity or Lead Partner of the JV						
Other Partner-1 in case of JV						
Other Partner-2 in case of JV						
Total						

The above information shall be supported by the Certificates issued by the Statutory Auditors (the Certificates shall have UDIN). Bidder shall submit this along with Technical Proposal.

B) Criteria-II: Project / Work Experience

Following is the details of Project/Work Experience of the Bidder

Sr. No.	Details of the Depot for which DDC assignment has been completed by the Bidder or the Member in case of JV
1	Name of the Depot: Name of the Work under which the DDC assignment was carried out: Employer/Client: LOA No. and Date: Nature of DDC Services: Value of the Work: Date of Completion of the Work: Performance Certificate attached: (Yes/No)
2	Name of the Depot: Name of the Work under which the DDC assignment was carried out: Employer/Client: LOA No. and Date: Nature of DDC Services: Value of the Work: Date of Completion of the Work: Performance Certificate attached: (Yes/No)

3	Name of the Depot: Name of the Work under which the DDC assignment was carried out: Employer/Client: LOA No. and Date: Nature of DDC Services: Value of the Work: Date of Completion of the Work: Performance Certificate attached: (Yes/No)
4	Name of the Depot: Name of the Work under which the DDC assignment was carried out: Employer/Client: LOA No. and Date: Nature of DDC Services: Value of the Work: Date of Completion of the Work: Performance Certificate attached: (Yes/No)

The above information must be supported by the Certificates issued by the Employer/ Client of that work. Bidder shall submit maximum of four certificates. Bidder shall submit this along with Technical Proposal.

C) Criteria-III Awards

Following is the details of Awards received by the Bidder:

Sr. No.	Details of the Award received by the Bidder or the Member in case of JV
1	Name of the Organization who have given the award: Name of the recipient: (name of the Bidder or the Member in case of JV) Name of the Award: Date of the Award: Brief description about the work for which the award was given: Copy of the Certificate attached: (Yes/No)
2	Name of the Organization who have given the award: Name of the recipient: (name of the Bidder or the Member in case of JV) Name of the Award: Date of the Award: Brief description about the work for which the award was given: Copy of the Certificate attached: (Yes/No)
3	Name of the Organization who have given the award: Name of the recipient: (name of the Bidder or the Member in case of JV) Name of the Award: Date of the Award: Brief description about the work for which the award was given: Copy of the Certificate attached: (Yes/No)
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5	Name of the Organization who have given the award: Name of the recipient: (name of the Bidder or the Member in case of JV)

	Name of the Award: Date of the Award: Brief description about the work for which the award was given: Copy of the Certificate attached: (Yes/No)
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9	Name of the Organization who have given the award: Name of the recipient: (name of the Bidder or the Member in case of JV) Name of the Award: Date of the Award: Brief description about the work for which the award was given: Copy of the Certificate attached: (Yes/No)

The above information shall be supported by the Award Certificates. Bidder shall submit maximum of Nine certificates. Bidder shall submit this along with Technical Proposal.

D) Criteria-IV Personnel/Experts

Bidder shall provide the list of Experts as per Criterion-IV in Cl. 6 of the Section–III of the Bid Document. This list shall include the following information about the expert:

1. Name:
2. Proposed Position:
3. Education:
4. Year of Passing of the Required Educational Qualification:
5. Total Experience:
6. Total Experience with Metro Rail Projects:

This information must be supported by the CVs of the Experts. Bidder shall submit this along with Technical Proposal.

E) Criteria-V Approach and Methodology:

Bidder shall submit the detailed presentation covering Pointers given under Criteria-V in Cl. 6 of the Section–III of the Bid Document. Bidder shall submit this when they are invited for the Presentation as part of the Quality Based Evaluation.

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

**BID DOCUMENT
FOR**

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

**BID DOCUMENT
(Part- 1 to 4)
Section : V**



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

Section-V: Eligibility Criteria and Social and Environmental Responsibility

Eligibility in Maha-Metro/Agency-Financed Procurement

1. To the exception of any equipment or any sector, which is subject to an embargo by the United Nations or the European Union, all goods and services are eligible for Maha-Metro/ EIB financing regardless of the country of origin of the supplier, contractor, provider or sub-contractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an Maha-Metro/Agency-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - a) where the Bidder is bankrupt or is the subject of insolvency or winding up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
 - b) Bidders have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer 's country;
 - c) where the Employer can demonstrate by any appropriate means a violation by the Bidder of applicable obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions;
 - d) where the Employer has sufficiently plausible indications to conclude that the Bidder has entered into agreements with other Bidder(s) aimed at distorting competition;
 - e) where the Bidder has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with the Employer or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
 - f) Bidders have been convicted within the past five years by a court decision, which has the force of residential jurisdiction in the country where the project is implemented, of fraud or corruption or any other Prohibited Conduct (as defined in the Covenant of Integrity) committed during the procurement or performance of a contract, unless they provide supporting information together with their Covenant of Integrity which shows that this conviction is not relevant in the context of this project;

- g) Bidder is listed for financial sanctions by the United Nations and/or the European Union for the purposes of fight against terrorist financing or threat to international peace and security;
 - h) Bidder including JV Partners should be excluded by the EU Institutions or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Infrastructure Investment Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct;
 - i) where the Employer can demonstrate by appropriate means that the Bidder is guilty of grave professional misconduct, which renders its integrity questionable;
 - j) where a conflict of interest within the meaning of Clause 4.2 of ITB cannot be effectively remedied by other less intrusive measures;
 - k) where a distortion of competition from the prior involvement of the Bidder in the preparation of the procurement procedure, as referred to in Section VI: Agency Policy – Corrupt and Fraudulent Practices of the Bid Document Part-1, cannot be remedied by other, less intrusive measures;
 - l) where the Bidder has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required pursuant to Clause 27 of ITB; or
 - m) where the Bidder has undertaken to unduly influence the decision making process of the Employer, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.
 - n) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

4. In order to promote sustainable development, Maha-Metro/Agency seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for Maha-Metro/Agency-financed contracts shall consequently undertake in the Statement of Integrity to:
 - i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.

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

**BID DOCUMENT
FOR**

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4.

TENDER NO. T1-025/RS-02/2026

**BID DOCUMENT
(Part- I)
Section: VI**



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

Section VI, Annexure -6 A
Corrupt and Fraudulent Practices Policy

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

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

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

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

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

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

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

- i. 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;
 - ii. any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - iii. any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- i. 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
 - ii. the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- i. 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.
 - ii. 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.
 - iii. 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 termination.

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

BID DOCUMENT
FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4

TENDER NO. T1-025/RS-02/2026

PART- II
Section VII: Work Requirements



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010, Maharashtra, INDIA
Website: www.mahametro.org

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(THANE INTEGRAL RING METRO PROJECT)

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CHAPTER – 1

INTRODUCTION

L BRIEF INFORMATION ON PROJECTS

Maharashtra Metro Rail Corporation Limited (MAHA-METRO), is a 50:50 jointly owned company of Government of India and Government of Maharashtra. Maha-Metro is responsible for implementing & operating metro projects in Maharashtra. Currently, Maha-Metro is operating & executing Metro projects at Nagpur, Pune & Navi Mumbai (on deposit terms).

1. Thane Integral Ring Metro Rail Project:

Maha-Metro has been entrusted to execute Thane Integral Ring Metro project in Thane city, Maharashtra.

Thane Integral Ring Metro Rail Project (TIRMRP) is greenfield metro line project to be fully implemented by Maha-Metro as per Metro rail policy. The line has a proposed length of 29 km (18 mi) and 22 stations. Of the proposed 29 km, 3 km along with 2 stations are proposed to be underground while the remaining is proposed to be elevated. Unlike other metro lines in Mumbai Metropolitan Region, the line forms a loop running from Thane Junction to Thane Junction via Wagle Estate, Manpada, Waghbil, Balkum naka, Rabodi, and Thane Railway Station.

New Thane to New Thane (Ring Corridor) of Thane Metro Rail Project of Maharashtra Metro Rail is planned to be operated in Unattended Train Operation (UTO) mode. in view of above, Maha Metro intends to execute the Consultancy contract to obtain support in tendering the system works and scope as defined below

The executive summary of approved DPR & route map is attached at Appendix – 1

TIRMRP consists of UP & DOWN line on metro corridor and the metro trains are desired to be operated in the ring corridor. TIRMRP has interchange with Mumbai Metro Line 4 & 5 at three locations and passengers shall tranship between Maha-Metro's TIRMRP & MMRDA's Line 4&5

2. Pune Metro Rail Project Line-4

Maha-Metro is operating Line 1 & Line 2 of Pune Metro Rail project and Pune Metro Line-3 is being executed by PMRDA. Further, extensions of Pune Metro Line 1 & 2 are currently being executed by Maha-Metro.

New Metro Line connecting Kharadi to Khadakwalsa (along with spur connecting Nalstop) is under final sanction stage with Govt. of India and is expected to get sanctioned very soon.

Pune Metro Line-4 is Greenfield metro line project to be fully implemented by Maha-Metro as per Metro rail policy. The line has a proposed length of 31.6 km and 28 stations. Of the proposed 31.6 km, 6.1 km along with 6 stations are proposed to be in a spur which connects to Nalstop area from ManikBaug. The Metro line runs through heart of old Pune city via Hadapsar, Magarpatta, Swargate, Hingne chowk, Warje and Khadakwasla.

Kharadi to Khadakwasla (spur to Nalstop) at Pune metro is planned to be operated in Unattended Train Operation (UTO) mode. In view of above, Maha Metro intends to execute the Consultancy contract to obtain support in tendering the system works and scope as defined below

The executive summary of approved DPR & route map is attached at Appendix – 1.

Pune Metro line -4 has interchange with Pune Metro line-2 at Nal Stop and Kharadi and passengers shall tranship between Maha-Metro's Pune Metro lines 2 & 4.

Note : Consultant and UTO Consultant spelled anywhere in this section shall mean the same and is the consultant appointed under this contract unless stated otherwise.

CHAPTER – 2

STAGE -1 : PREPARATION OF TENDER DOCUMENTS & EVALUATION SUPPORT

2.1 SCOPE OF WORK

1. Broad scope of work for the contract of “Stage-1 **Preparation of Tender Documents & Evaluation Support**” shall be but not limited to:
 - a) Consultancy firm/Consultants shall perform preparation of tender documents for Rolling Stock, Signalling & Train Control Systems, PSD, Telecom system compliant to GoA-4 mode of operation fully complaint to MRGR 2020.
 - b) Submission of report/recommendations for GoA4 implementation in each subsystem: RS, Signalling, Telecom, PSD/PSG in compliance to MRGR 2020.
 - c) Consultant shall prepare project-wide interface document to implement GoA4 mode which is to be uploaded in tender fully complaint to MRGR 2020.
 - d) Consultant shall assist Maha-Metro during pre-bid stage for the above tenders and preparation of reply of pre- Bid queries fully complaint to MRGR 2020.
2. **Scope in DPR and Deviations:**
 - a. Review the DPRs of TIRMRP & Pune Metro line-4 with regards to UTO operations and mentioned parameters, costs estimate.
 - b. Keeping in view of rising ridership demand & passenger transshipment, Maha-Metro desires to implement GoA 4 mode (UTO mode) in Greenfield Metro lines at Thane & Pune Metros Rail Projects.
 - c. UTO operations are prevalent in upcoming & new Metro lines in Indian Mega cities like Delhi, Mumbai, Chennai etc., Therefore, UTO operations shall be helpful to minimize the human errors, increase punctuality, improve quality of metro services. Therefore, Maha-Metro desires to update the metro operations to GoA-4 from GoA-2 (which is provided in approved DPRs).
 - d. As Maha-Metro has implemented & operating the metro lines in GOA2 mode till now at Nagpur, Pune & NMML projects, Maha-Metro intends to appoint consultant to review the UTO operations, detailed cost estimates, prepare relevant tender documentation and support in inviting the tender.

3. Terms of Reference

- a. Maha-Metro is proceeding with the implementation of new lines of TIRM RP and Pune Metro line-4 of 29KM and 23KM respectively and the operations in these lines shall be in UTO mode.
- b. The UTO operations shall be fully compliant with MRGR 2020.
- c. Maha-Metro desires to appoint an internationally reputed consultancy firm to review the implementation of UTO mode in these Metro lines and intends to invite the tender document to procure the systems like Rolling Stock, Signalling, Telecommunications, PSD/PSG systems compatible to operate in UTO mode.

3.1 Rolling Stock:

- a. Maha-Metro intends to invite tender for procuring 150nos of Metro coaches (viz., 25nos of 6-car metro trainsets) for TIRM RP compatible to operate in UTO mode. The tender shall include CAMC of the trainsets for upto 15 years post commissioning.
- b. For Pune Metro Line-4, the tender shall be invited for 78nos of Metro coaches viz., 13nos of 6-car Metro trainsets compatible to operate in UTO mode. The tender shall include CAMC of the trainsets for upto 15 years post commissioning.
- c. Maha-Metro may also invite a combined tender for procuring the UTO based Metro rolling stock for both TIRM RP & Pune Metro Line-4 on later stage on its sole discretion.
- d. Consultant shall review the costs associated to procure metro trainsets compatible for UTO mode vis-à-vis ATO mode and provide detailed suggestions/measures to improve to UTO mode.
- e. Consultant shall prepare detailed review report which deliberates the following items when it was desired to operate in UTO mode with respect to ATO mode.
 - I. Change in subsystem specifications in Metro trains.
 - II. Impact in cost estimates in supply, testing & commissioning of metro rolling stock
 - III. Impact in costs, skills, manpower in operation & maintenance of these metro trainsets.
 - IV. Modification in Interface with systems like signalling, track, OHE, viaduct, depot M&P, maintenance etc.,
 - V. Special Conditions of contract that should be mentioned in case of UTO mode operations.
 - VI. Change in SOD, Depot Layouts, KE, drawings etc., in case of UTO operations
 - VII. Improvement in Life Cycle costs
- f. Consultant shall provide this detailed report prior to preparation of tenders so that Maha-Metro can assess the increase in cost estimate (w.r.t DPR cost) and undertake necessary measures to obtain the additional funds accordingly.
- g. After the submission, review & acceptance of the report by Maha-Metro, tender document for procuring the trainsets shall be provided with following chapters
 - I. General Specifications – Employer Requirements
 - II. Technical Specifications – Employer requirements.
 - III. Project wide interface document
 - IV. Financial bid along with list of all types of spares & consumables.
 - V. AMC methodology & detailed requirements.
 - VI. Conditions of Contract

VII. Eligibility and Evaluation Criteria

- h. The rest of the tender documents like Instructions to Bidders, Contract Forms etc., shall be prepared by Maha-Metro.
- i. Project-wide interface document in between various systems like Signalling, telecom, PSD/PSG, OHE, Rolling Stock etc., shall be prepared which shall be attached with tender document.
- j. Life Cycle management measures to be taken by supplier during project and AMC works shall be determined in the tender document. DDC consultant shall study and analyse the life cycle management best practices in other metro projects (worldwide) and recommend whether life cycle cost, environmental costs, social costs, energy costs etc., should be included in the tender documents and formulate suitable methodology for evaluating the bidders.

3.2 Signalling

- a. Maha-Metro intends to invite tender for procuring UTO mode (GoA 4) based CBTC signalling at TIRM RP & Pune Metro Line-4.
- b. Maha-Metro may also invite a combined tender for procuring the UTO based CBTC Signalling for both TIRM RP & Pune Metro Line-4 on later stage on its sole discretion.
- c. Consultant shall review the costs associated to procure CBTC signalling compatible for UTO mode vis-à-vis ATO mode and provide detailed suggestions/measures to improve to UTO mode.
- d. Consultant shall prepare detailed review report which deliberates the following items when it was desired to operate in UTO mode with respect to ATO mode.
 - I. Impact in cost estimates in supply, installation, testing & commissioning of GoA 4 CBTC signalling.
 - II. Impact in costs, skills, manpower in operation & maintenance of CBTC signalling
 - III. Modification in Interface with systems like Rolling Stock, Track, Viaduct, Stations, depots, maintenance etc.,
 - IV. Technical changes to be made in depots so that mainline operations are compatible for GoA4.
 - V. Special Conditions of contract that should be mentioned in case of UTO mode operations.
- e. Consultant shall provide this detailed report prior to preparation of tenders so that Maha-Metro can assess the increase in cost estimate (w.r.t DPR cost) and undertake necessary measures to obtain the additional funds accordingly.
- f. After the submission, review & acceptance of the report by Maha-Metro, tender document for procuring the trainsets shall be provided with following chapters
 - i. General Specifications – Employer Requirements
 - ii. Technical Specifications – Employer requirements.
 - iii. Project wide interface document
 - iv. Financial bid along with list of all types of spares & consumables.
 - v. Conditions of Contract

vi. Eligibility and Evaluation Criteria

- g. The rest of the tender documents like Instructions to Bidders, Contract Forms etc., shall be prepared by Maha-Metro.

3.3 Telecommunications

- a. Maha-Metro intends to invite tender for procuring UTO mode (GoA 4) based Telecommunication systems for TIRM RP & Pune Metro Line-4 stations.
- b. Maha-Metro may also invite a combined tender for procuring the UTO based Telecommunication tender for both TIRM RP & Pune Metro Line-4 on later stage on its sole discretion.
- c. Consultant shall review the costs associated to procure Telecommunication Systems compatible for UTO mode vis-à-vis ATO mode and provide detailed suggestions/measures to improve to UTO mode.
- d. The following sub-systems are included in Telecommunication systems
- I. Public Address System
 - II. Passenger Information Display System
 - III. Master Clock System
 - IV. Digital Voice Recording System
 - V. Telephone system
 - VI. LTE based wireless communication systems
 - VII. Cyber Security
 - VIII. Office Automation & information technology
 - IX. CCTV Surveillance
 - X. Fibre optic Transmission System
 - XI. Access Control & Intrusion detection System
 - XII. Telecom – SCADA
 - XIII. UPS for Signalling, Telecom, AFC & E&M Works
- e. Consultant shall prepare detailed review report which deliberates the following items when it was desired to operate in UTO mode with respect to ATO mode.
- i. Impact in cost estimates in supply, installation, testing & commissioning of Telecom subsystem compatible for GoA 4 UTO operations.
 - ii. Impact in costs, skills, manpower in operation & maintenance of Telecom systems
 - iii. Modification in Interface with systems like Rolling Stock, Track, Viaduct, Stations, depots, maintenance etc.,
 - iv. Special Conditions of contract that should be mentioned in case of UTO mode operations.
 - v. Brief on Additional interfacing between Signalling & Telecom in case of UTO mode

- f. Consultant shall provide this detailed report prior to preparation of tenders so that Maha-Metro can assess the cost estimate and advise necessary measures to obtain the additional funds accordingly.
- g. After the submission, review & acceptance of the report by Maha-Metro, tender document for procuring the trainsets shall be provided with following chapters
 - i. General Specifications – Employer Requirements
 - ii. Technical Specifications – Employer requirements.
 - iii. Project wide interface document
 - iv. Financial bid along with list of all types of spares & consumables.
 - v. Conditions of Contract
 - vi. Eligibility and Evaluation Criteria
- h. The rest of the tender documents like Instructions to Bidders, Bidding information & procedure/methods etc., shall be prepared by Maha-Metro.

3.4 Platform Screen Doors/Platform Screen Gates (PSD/PSG)

- a. Maha-Metro intends to invite tender for procuring PSD system compatible for UTO mode operations for underground stations at TIRM RP and PSG at all elevated stations of TIRM RP & Pune Metro Line-4.
- b. Maha-Metro may also invite a combined tender for procuring PSD/PSG system for both TIRM RP & Pune Metro Line-4 on later stage on its sole discretion.
- c. Consultant shall review the costs associated to procure PSG/PSDs compatible for UTO mode vis-à-vis ATO mode and provide detailed suggestions/measures to improve to UTO mode.
- d. Consultant shall prepare detailed review report which deliberates the following items when it was desired to operate in UTO mode with respect to ATO mode.
 - i. Impact in cost estimates in supply, installation, testing & commissioning of PSD/PSG system compatible for UTO operations.
 - ii. Impact in costs, skills, manpower in operation & maintenance of PSD/PSG
 - iii. Modification in Interface with systems like Rolling Stock, Stations, maintenance etc.,
 - iv. Special Conditions of contract that should be mentioned in case of UTO mode operations.
- e. Consultant shall provide this detailed report prior to preparation of tenders so that Maha-Metro can assess the increase in cost estimate (w.r.t DPR cost) and undertake necessary measures to obtain the additional funds accordingly.
- f. As of now, no costs for PSG are considered in the DPRs of TIRM RP and Pune Metro line-4, however, their funding shall be arranged by Maha-Metro.

- g. After the submission, review & acceptance of the report by Maha-Metro, tender document for procuring the trainsets shall be provided with following chapters
- i. General Specifications – Employer Requirements
 - ii. Technical Specifications – Employer requirements.
 - iii. Project wide interface document
 - iv. Financial bid along with list of all types of spares & consumables.
 - v. Conditions of Contract
 - vi. Eligibility and Evaluation Criteria
- h. The rest of the tender documents like Instructions to Bidders, Contract Forms etc., shall be prepared by Maha-Metro.

3.5 Project wide Interface Document:

- a. Consultant shall provide project wide interface document which is to be uploaded along with tender documents. The project wide interface document includes detailed interfaces that need to be maintained by each contractor during implementation of UTO based metro project.
- b. The project wide interface document shall consist of interfaces that should be undertaken by the following contractors with respect to implementation of Metro system compatible for UTO operations.
- i. Rolling stock
 - ii. Signalling
 - iii. PSD/PSG
 - iv. Telecommunications
 - v. Automatic Fare Collection
 - vi. Depot Civil Works & M&P
 - vii. Civil Works (Viaduct/Station/Tunnel)
 - viii. Track Works
 - ix. Power Supply Works
 - x. OHE/Traction Works
 - xi. MEP Services
- c. Project wide interface document shall define the detailed interface responsibility of each contractor and define their scope/role during design, execution, installation, testing and commissioning of the respective sub-systems. The interface matrix shall be made for the different combinations of the above systems in a metro project.

3.6 Training to Maha-Metro officials

- a. Consultancy firm shall arrange visits/ provide exposure/Training to Maha-Metro officials/ staff (in two batches) in at least two (03) metros worldwide operating in UTO including visits to OCC, depot, stations, emergency procedures etc. Food/ Boarding/ Lodging/Travelling expenses offshore etc of Maha-Metro officials shall be borne by Maha-Metro itself. Maximum number of trainees in one batch shall be not more than six (6) for offshore training.

- b. Training in India shall be provided for maximum 12-man weeks by the system experts in UTO of various systems such as rolling stock, signalling, operation, traction etc. During training, trainer shall clearly elaborate the various SOP and other requisites for operation and maintenance of above systems. Training material with training schedule, CV of the trainer and itinerary shall be submitted in advance for prior approval of Maha-Metro. Payment shall be made after complete satisfactory training of Maha-Metro officials. However, if there is any further requirement of Training arises, Payment shall be done as per actuals upon submission of bills/invoices from contractor.

2.2 Phase wise deliverables

Table 2.2: The phase wise deliverables for this stage along with payment terms for this stage is given below

Work	Stage -1 : Preparation of Tender Documents & Evaluation Support		
KD ST-1	Description	Key Dates (KD) (Weeks)	Payment w.r.t Stage - 1
1	Submission of preliminary report on UTO implementation on TIRMRP & Pune Metro line-4, review of DPR & cost estimates.	D+8	10%
2	Training visit of Maha-Metro officials to other metro with UTO operations - overseas as detailed in clause 3.6 above.	D+15	15%
3	Submission of final combined detailed report and acceptance of Maha-Metro (after revisions) with detailed estimates, implementation methodology	D+20	10%
4	Preparation of project wide interface document required during UTO implementation (jointly signed) as detailed in 3.6 above	D+22	5%
5	Preparation & Submission of tender documents for Rolling Stock for UTO implementation as detailed in 3.1 above	D+28	5%
6	Preparation & Submission of tender document for Signalling for UTO implementation as detailed in 3.2 above	D+29	5%
7	Preparation & Submission of tender document for Telecom (incl IT) for UTO implementation as detailed in 3.3 above.	D+30	5%

Work		Stage -1 : Preparation of Tender Documents & Evaluation Support	
KD ST-1	Description	Key Dates (KD) (Weeks)	Payment w.r.t Stage - 1
8	Preparation & Submission of tender document for PSG/PSD for UTO implementation as detailed in 3.4 above	D+31	5%
9	Support during Pre-bid till closing of bid submission of all respective tenders as detailed in IV below	D+45	5%
10	Evaluation of the tender & award of the work of Signalling Works	D+52	10%
11	Evaluation of the tender & award of the work of Telecommunication Works	D+53	10%
12	Evaluation of the tender & award of the work of Rolling Stock Works	D+54	10%
13	Evaluation of the tender & award of the work of PSD/PSG Works	D+55	10%

D= Date of LOA/commencement date

2. General Conditions on Deliverables:

- a. The reports, tender documents, project wide interface documents as detailed above shall be submitted for TIRMRP and Pune Metro Line-4 projects separately to enable Maha-Metro arrange additional funds/proposals to respective funding agencies.
- b. The detailed information on the project, further technical data related to respective projects shall be provided by Maha-Metro in due course of time.
- c. Consultant shall submit the above reports to Maha-Metro officials as designated from time to time through e-mails and if necessary, consultant can visit respective site office for discussions & meetings
- d. Consultant shall be responsible for the correctness of the information provided in their reports & documents as above. Consultant shall refer to data from other metros, their best practices while preparing the report. When requested by Maha-Metro, consultant shall provide the basis & details of the cost estimations & bibliography.

3. Representation

Consultant

Maha Metro

- a. The consultant will be a group of technical representatives and do not have authority to give directions, approve variations or make decisions on behalf of Maha Metro. All requests and directions shall be in accordance with the communication channels specified.
- b. It is understood that the actions of the consultant should not hold up any activities related to operation, maintenance, etc

4. ROLE

- a. The responsibilities of the consultant are to provide assurance related to UTO operation for TIRMRP & Pune Metro line-4. The Consultant shall act in a professional and respectful manner and shall always abide by the local site policies and regulations.

5. SAFETY STEP IN EVENT

- a. Consultant shall advise Maha Metro in case of a safety related non-conformance. The suitable mitigation measures shall be suggested/ proposed by the consultant as way forward

6. COMMUNICATION CHANNELS

6.1 On-site Communications

All the communications shall be between the Consultant and the Maha Metro personnel. The consultant personnel need not be deployed at Maha-Metro premises. However, when requested by Maha-Metro for physical meetings, consultant personnel shall attend the same with relevant data.

6.2 Committee Meetings

Monthly committee meetings shall be held to discuss action plans, reports, methodology of implementation, technical suggestions, any unresolved items and any existing or perceived contested items. These meetings would be held through VC.

6.3 FACILITIES

In accordance with the contract conditions, Maha Metro will provide the consultant with full access to all parts of the worksites & offices.

7. CONSULTANT REPRESENTATIVES

The Representatives team will include Consultant Expat or Local Consultant who are well versed & experienced in their respective fields in Metro domain. The reports, submissions, tender documents shall be prepared and duly vetted by the experienced consultants. The CV of the experts involved for this works shall be provided by the consultant during the bidding stage itself. Each consultant representative shall have at least 15 years of relevant experience in their field.

The following experts are to be engaged in this consultancy work who will prepare the reports, tender documents, discussions with Maha-Metro

1. Signalling, PSG/PSD expert
2. Rolling stock expert
3. Telecommunication system expert

Apart from the above experts, Project manager/Site manager shall be available at Maha-Metro site to co-ordinate the submissions, discussions and site visits.

8. INTERFACE AND COORDINATION WITH OTHER CONTRACTORS IN STAGE-1

In addition to the above works as detailed in 2.1 above, the following consultancy works are to be carried out by the consultant which are obviously required in preparation of preliminary design & tender document/specification preparations:

- a. Review designs prepared by the Detailed Design Consultants (in coordination with GC) and or submitted by the contractors/consultants of the Maha Metro who may be engaged on "Design & Build" basis contracts.
- b. The Consultant shall review and check the design, including drawings and other related documents submitted by the DDC contractor for conformity with the Specifications and the Maha-Metro requirements (in co-ordination with GC), UTO Compliant and good engineering practices. Particular emphasis shall be given to the system planning and design in aspects of impact on the environment and urban activities, as well as effects on the scheduling of works.
- c. UTO Consultant will consider in preparation of tender documents, the Contract agreements as per funding agency's procurement guidelines. UTO Consultant will have to closely interact with funding agency officials in obtaining their approvals for various documents / tenders etc. in terms of provisions in the loan agreement. This will also include submission of periodic status reports/data/ analysis in prescribed formats.

9. ROLE OF MAHA-METRO, DDC AND GC IN STAGE – I

- a. The designs and drawings will be developed by DDC, on the criteria, specifications, and format, as laid down by GC and approved by Maha-Metro. However, before the approval, Maha-Metro/GC shall co-ordinate with UTO Consultant for review of the relevant design/drawing whether it is complaint to UTO operations and ask for suggestions/modifications.
- b. The UTO Consultant shall review the design/drawings as provided by Maha-Metro and rectify/suggest the modifications in co-ordination with GC.
- c. GC will proof check the designs and drawings, for their fitness for adoption in the project and these designs will be provided to UTO Consultant which are required to prepare/manage the tendering of the systems works as above.
- d. GC will ensure that designs and drawings are functionally complementary for the multi-disciplinary works and the construction activity on such works is not hampered or delayed for want of timely availability of the designs and drawings.
- e. The responsibility for preparation of Bill of Quantities (BOQ) for tender documents on basis of the approved drawings for the signalling, Telecom, PSD/PSG, Rolling Stock & M&P works shall be of UTO Consultant.
- f. The bids for construction will be invited, taking into account the sequence and time schedule decided in consultation with Maha-Metro.
- g. UTO Consultant shall prepare the tender design fully compatible with the Electrical, traction and Civil works. The recommended designs should satisfy the criteria of economy in initial cost, operating as well as maintenance cost as also life cycle cost.

10. SUPPORT DURING PRE-BID

- a. After the submission of relevant tender documents for respective systems as detailed in 2.1 above from the consultant, Maha-Metro shall consolidate the tender documentation including conditions of contracts etc.,
- b. The consolidated tender document for each package shall be prepared and tender for the respective systems shall be invited by Maha-Metro in Maharashtra state e-tender portal or by any other means.
- c. Prospective bidders shall raise queries, change requests, corrigendum for the technical specifications in the invited tender document.
- d. UTO Consultant shall provide replies to the queries after co-ordination with GC & Maha-Metro. Suitable corrigendum/Addendum shall also be prepared based on the best practices and rectifications in the tender documents.
- e. Consultant shall involve in the discussions with the bidders and provide hand-holding support to modify the tender document.
- f. Maha-Metro shall consolidate the pre-bid queries and the replies to the relevant changes shall be provided by the consultant. Consultant shall prepare the replies to the pre-bid queries of various bidders and provide full hand holding support during the pre-bid stage of each tender till the last date of bid submission of each tender.
- g. Consultant shall attend the Pre-bid meetings of each tender related to this work through VC
- h. The consultancy contract shall be deemed completed after the last date of bid submission of last tender.
- i. In case, any tender has to be re-tendered/discharged due to change in technical specifications, consultant shall extend the support as detailed above.

11. EVALUATION OF TENDERS

- a. The Consultant shall prepare the formal evaluation criteria and procedures for evaluation, obtain approval for the same from Maha Metro and assist Maha Metro to invite tenders open or from prequalified tenderers.
- b. Perform independent evaluation of all tender proposals for all contracts (as above assigned) received including ranking of the bidders.
- c. Prepare a confidential Executive Evaluation Summary Report. This report should contain a concise set of basis and justification.
- d. Ranking of the tenders including the recommendations concerning whether negotiations should be initiated with any of the bidders.
- e. Prepare Tender Evaluation Report and presentation documents. To make a presentation pertaining to the recommendations to a committee and/or a working group that may be set up by Maha Metro.

11.1 Negotiations with Bidders

- a. Prepare information and data to be used in the negotiations/clarifications.
- b. Assist Maha Metro in negotiations/clarifications with the selected bidder(s) and record minutes of all meetings.
- c. Assist Maha Metro in analysis and evaluation of the results of negotiations/clarifications in all aspects in order to be able to select the most suitable bidder.

CHAPTER – 3 : STAGE 2: DESIGN VALIDATION AND INTERFACE SUPPORT FOR ROLLING STOCK & VARIOUS SYSTEMS

1. SCOPE OF WORK

- a. New Metro Lines at Thane & Pune metro are planned to be operated in Unattended Train Operation (UTO) mode in phased manner. However, Maha-Metro strives for a Safe and Reliable UTO metro operation during revenue service and therefore plans to commission its revenue service in stages from GoA2 to GoA4 over its operational timeline, deemed appropriate.
- b. In view of above, Maha-Metro intends to appoint an internationally reputed Consultancy firm with experience in UTO implementation in Metro project(s) for UTO interface validation between Rolling Stock, Signalling, Communications, Traction Power Supply, Depot, E&M, TVS, PSD, P-Way and Civil Works during Design as well as Commissioning phases of TIRMRP and Pune Metro Line-4 projects of Maha-Metro.
- c. Scope of work for the Consultant shall consist of the following milestone activities pertaining to implementation of UTO Operation in TIRMRP and Pune Metro Line-4:
 - (i) Consultant shall review all the Design Documents of Rolling Stock prepared by the respective Contractors, Detailed Interface Design (DID) documents and Interface Control Documents prepared by the Designated Contractors of various systems such as Rolling Stock, Signalling & Train Control, Communications, Traction & Power Supply, Tunnel Ventilation, Depot, Permanent Way, Civil Works, Operations Control Centre, PSD etc. to the extent relevant for UTO and suggest modifications which are necessary for implementation of UTO, in line with Maha-Metro tender documents, MRGR (for UTO) and other requirements of UTO.
 - (ii) Consultant shall review Interface Test Specifications prepared by the Designated Contractors of various systems such as Rolling Stock, Signalling & Train Control, Communications, Traction & Power Supply, Tunnel Ventilation, Depot, Permanent Way, Civil Works, Operations Control Centre, PSD etc. and suggest modifications which are necessary for implementation of UTO.
 - (iii) Consultant shall assist Maha-Metro in resolving technical issues amongst the Designated Contractors for the purpose of implementation of UTO.
 - (iv) Consultant shall validate the interface design to ensure that required provisions have been made in the design stage to fulfil the statutory requirements specified in MRGR pertaining to UTO operations and any other statutory requirements relevant to UTO.
 - (v) Consultant shall witness and validate integrated testing and commissioning of the prototype train delivered under Rolling Stock Contract with all other systems specifically related to UTO.
 - (vi) Consultant shall assist Maha-Metro in clarifying technical issues raised during the process of obtaining safety certifications, technical clearances, approvals, etc. from all statutory authorities such as Railway Board, CMRS, RDSO, ISA (Independent Safety Assessor), etc. for revenue services in UTO mode.
 - (vii) Provision for visit of Expat and Indian Experts to Maha-Metro's premises in Nagpur, Pune or Thane or Rolling Stock Contractor's premises for design reviews, resolution of interface issues, technical clarifications, meetings, factory inspection of prototype train,

witnessing depot & mainline tests of prototype train, etc. as and when required during the execution of the Project to the following

- a) Expat Experts visit to Maha-Metro's premises in Nagpur, Pune or Thane or Rolling Stock Contractor's premises: 50 Man Days
- b) Indian Experts visit to Maha-Metro's premises in Nagpur, Pune or Thane or Rolling Stock Contractor's premises: 60 Man Days

(viii) Locations of important activities pertaining to testing and commissioning of prototype train shall be as below :

- a) Factory Testing at RS Supplier's premises
- b) Depot Testing at Thane and Pune metro depots
- c) Mainline Testing – at Thane and Pune Metro lines

Payment for the visit of Expat and Indian Experts to Maha-Metro premises or Rolling Stock Contractor's premises shall be made on basis of actual man days spent at particular location subject to the ceiling of man days specified above for which the unit rates for man day for Expat Experts and Indian Experts quoted in Financial Proposal. Time spent for travel shall not be counted in man days, the price of which shall be deemed to be included in the quoted price.

1.1 Deliverables for Back-office support validation:

- a. Submission of Inception report, detailed scope of work and project management report.
- b. Submission of review report of pre-final design documents of Rolling Stock and signalling & train control relevant to UTO prepared by the respective contractors along with the comments and suggested modifications
- c. Submission of validation report of pre-final design documents of Rolling stock and Signalling & Train control systems relevant to UTO ensuring compliance to all comments and modifications suggested.
- d. Submission of review report of Interface control documents (ICDs) during pre-final design stage along with comments and suggested modifications (for all the ICDs relevant to UTO which are submitted by Maha-Metro)
- e. Submission of validation report of Detailed Interface Design (DID) document ensuring compliance to all comments and modifications suggested.
- f. Submission of review report of Detailed Interface Design (DID) document along with comments and suggested modifications.
- g. Submission of review report of Interface Test Specifications and Interface Test Procedures along with comments and suggested modifications (for all the interface test specifications and procedures relevant to UTO)
- h. Submission of validation report of Interface Test Specifications and Interface Test Procedures ensuring compliance to all comments and modifications suggested (for all the interface test specifications and procedures relevant to UTO).
- i. Submission of integrated testing and commissioning report for prototype train supplied under Rolling Stock Contract.

- j. Assistance to Maha-Metro in clarifying technical issues raised during the process of obtaining safety certifications, technical clearances, approvals, etc. from all statutory authorities such as Railway Board, CMRS, RDSO, ISA (Independent Safety Assessor), etc. for revenue services in UTO mode.

For the reports to be submitted under deliverables above, Consultant shall allow Maha-Metro further iterations of the reports after the first submission without any additional charges to ensure quality and content of the report. This shall be applicable for each and every document under the above-mentioned deliverables.

- k. Visit of Expat and Indian Experts to Maha-Metro premises or Rolling Stock Contractor's premises for design reviews, resolution of interface issues, technical clarifications, meetings, factory inspection of prototype train, witnessing depot & mainline tests of prototype train, etc. as and when required during the execution of the Project to the following extent:
- i) Expat Experts visit to Maha-Metro premises or Rolling Stock Contractor's premises: 50 Man Days
 - ii) Indian Experts visit to Maha-Metro premises or Rolling Stock Contractor's premises: 60 Man Days
- l. Over and above the deliverables above, an optional provision shall be kept additional document review iterations to account for the possibility where further review of some documents may be required.
- m. All deliverables pertaining to UTO design & interface review/validation are to be executed only by the experts having requisite UTO experience as specified in Appendix 3

3.2. SCOPE OF EXPERTS & DEPLOYMENT

- a. Consultant shall deploy the experts at Thane & Pune on full time basis as mentioned in the tender document for the purpose of project management services for Rolling Stock works at Thane and Pune Metro Rail Projects.

Project	Personnel
Thane Integral Ring Metro Rail Project	1nos – Project Manager (K1) 1nos – Dy. Manager (K4) 1nos – Engineer (K5)
Pune Metro Rail Project Line - 4	1nos – Project Manager (K1) 1nos – Dy. Manager (K4) 1nos – Engineer (K5)

- b. The above Experts shall be deployed at metro project site and they shall co-ordinate with the RS Supplier, Maha-Metro, other contractors, GC, DDCs and other stakeholders involved in the project for executing the scope below:
- c. The consultant is expected to carry out complete checking, verification and approval to all Rolling Stock contract design submissions, certification of vendor sources and inspection of vendor items wherever needed, supervision of all construction activities including installation of systems and commissioning of rolling stock, integration of systems, ensuring

- specifications, standards, safety and quality at worksites, monitoring and reporting the progress of all works, supervision of system trials and system integration and ensuring commissioning of the entire line in stages as per the target dates laid, at the same time exercising utmost cost control measures.
- d. As regards the Operation and Maintenance of project, the contracting authority will decide on an appropriate arrangement in due course. The scope of work under the current terms of reference thus excludes O&M services in relation to post construction operation and maintenance of the project line.
 - e. Arranging Training of O&M staff of MAHA-METRO for Rolling Stock works, inclusive of the testing and commissioning stage be the responsibility of the consultant.
 - f. In development of the project designs, the desired objectives of the Maha-Metro:
 - i) Economy, durability, environment - friendliness, integration of 5D-BIM, passenger comfort, quality of service as well as safety, concern for environment and health aspects of workers in construction, maintenance and operation.
 - ii) Speed and optimal cost of construction,
 - iii) Maintainability, reliability and renewability of the system in the context of the Indian socio-economic and technological environment. The focus will also be on ensuring construction with life cycle low maintenance cost
 - iv) Phased construction and commissioning of the project so as to provide early relief to the city commuters.
 - v) Integration with other modes of transport to improve accessibility and ridership of the Metro Rail Projects.
 - vi) Adoption of the State-of-the-art technology.

3.2.1 Obligation of services for Consultant in Stage – 2

- a. The scope of consultant's services over and above covered in paras above will cover consultancy for systems integration, contract administration, project management, review of manufacturing, design review, Integrated testing and commissioning of Rolling Stock in both Metro Projects. All technical, financial and contract management powers will be exercised by MAHA-METRO. Consultant will have necessary powers to guide and supervise the implementation of the project within the approvals obtained from MAHA-METRO. The consultant will obtain MAHA-METRO's approval to all matters that lie within their scope of services. Any subsequent changes to the Project detail will also be put up to MAHA-METRO along with time and cost implications for approval. The services of the General Consultant, is further broadly summarized under the following heads.
- b. Rendering assistance to MAHA-METRO in selection of contractors/suppliers/detailed design consultants and other related services to Metro Rail System.
- c. Testing and Commissioning of all the Rolling Stock including Integrated testing & commissioning for Rolling Stock with all other Metro systems & Civil works.
- d. Preparation of various Manuals for the Metro Rolling Stock, preparation of Disaster Management Plan, preparation of Security plan, preparation of Safety, Health and Environment Management plan, developing of various Quality Assurance Plans (QAPs)
- e. Planning and arranging training to the personnel of MAHA-METRO in operation, maintenance and repair of various equipment, plants for Rolling Stock and its maintenance equipment and the system as a whole.
- f. Consultant will assist MAHA-METRO in keeping the Commissioner of Metro Railway Safety (CMRS) Government of India informed about project design/construction and obtaining intermediate approvals as required.

- g. Consultant will ensure adherence, to the 'standards' prescribed by MAHA-METRO, by contractors with regard to safety of works, safety of adjoining and overlying structures, safety of workmen.
- h. Consultant will certify the quantum of work done, its quality and the payments to be made to various agencies engaged in the implementation of the project. Consultant will coordinate review/monitor the efforts of RS Supplier and their sub-vendors, sub-contractors and manufacturers for scope of works under consultant.
- i. Consultant will provide proper interface coordination so as to assure timely completion of all works on time and commissioning of the various sections according to the implementation schedule drawn up.
- j. Consultant will assist MAHA-METRO in ensuring the all tests, trials and commissioning of the system (including obtaining final sanction from Commissioner for Metro Railway Safety) related to Metro Rolling Stock.

3.2.2 Documentation & Confidentiality:

- a. The Consultant shall keep secret and confidential and shall not disclose to any third party, not use in any unauthorized manner any confidential information regarding the present processing technology and the business affairs of the MAHA- METRO which the consultant may have acquired through the negotiations, discussions, examination of drawings, designs, process layout, use of infrastructures, etc., leading to the conclusions of this agreement. The parties further agree not to use such information for any purpose whatsoever except in the manner expressly provided for in this agreement. The obligations hereunder shall survive any termination or cancellation of this Agreement.
- b. Titles to documents – Titles to all technical data including, but not limited to specifications, drawings, bills of materials, flow diagrams, layout details and the contents thereof, furnished by MAHA-METRO to the Contractor shall remain with MAHA-METRO. Consultant shall not use or divulge the data to others except to the extent necessary in connection with the performance by the Contractor.
- c. Patents – Consultant shall at all times indemnify MAHA-METRO against all claims which may be made in respect of the items for infringement of any right protected by patent, registration of design or trade mark.
- d. Wherever needed, the site office personnel of the consultant shall be supported by the Head Office of consultant for back office works at no additional cost to MAHA-METRO. Consultant should ensure that social and environmental aspects are in compliance with the requirements of international financiers

3.2.3 Optimization of Operations and Maintenance Practices for Metro Rolling Stock

- a. This will cover, but not limited to the following:
 - i) Optimization of power supply capacity during peak and off-peak hours.
 - ii) Comparison between manual maintenance and investment for man-saving maintenance equipment.
 - iii) Electric corrosion by AC stray currents against Elevated metallic utilities like water pipes or any equipment with geomagnetism, and also interference by various power supplies with control signals in particular and harmonics/inductive interference by AC traction units of Metro Rail Projects, induction motors with cab-signalling equipment on a railcar.
 - iv) Analyse the Life cycle cost and detailed management with respect to the other sub-systems

of metro project.

3.2.4 Finalization of outline design criteria, specifications, standards and codes of practice to be followed.

- a. The recommended design criteria, specifications, standards and codes of practice will be in accordance with the relevant Indian codes of practice/specifications. Where the standards and specifications, are not available in the Indian Codes of practice/specifications, international codes of practice/specifications will be adopted with the approval of MAHA-METRO. The recommended criteria, specifications, etc. will become part of tender design, on acceptance by MAHA-METRO.
- b. It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations in regard to competitive bidding. MAHA-METRO intends to go completely green and would be harnessing solar energy at stations, depots and viaducts. Design approach should take into account of this.
- c. Review of Detailed Designs submitted by Contractors/DDC : The Consultant shall review and check the design, including drawings and other related documents submitted by the contractor for conformity with the Specifications and the MAHA-METRO's requirements and good engineering practices. Consultant shall co-ordinate with GC for all the related design, drawings. Particular emphasis shall be given to the system planning and design in aspects of impact on the environment and urban activities, as well as effects on the scheduling of works.

3.2.5 Tentative role of the Detailed Design consultants (DDC), GC & Maha-Metro

- a. The designs and drawings will be developed by DDC, on the criteria, specifications, and format, as laid down by GC and approved by MAHA-METRO.
- b. GC will proof check the designs and drawings, for their fitness for adoption in the project. The payments to DDC will be certified by GC.
- c. While checking the designs, GC will ensure that designs and drawings, are functionally complementary for the multi-disciplinary works and the construction activity on such works, is not hampered or delayed for want of timely availability of the designs and drawings.
- d. The design, drawings related to Rolling Stock and depot maintenance items submitted by their contractors shall be reviewed by the consultant. The consultant shall co-ordinate with GC for obtaining the interface with the other systems & civil works. The overall responsibility of maintaining efficient co-ordination between GC and consultant shall be of the consultant.
- e. The responsibility for preparation of Bill of Quantities (BOQ) on basis of the approved drawings will be that of DDC, but the BOQs will be checked by GC.
- f. The bids for construction will be invited, taking into account the sequence and time schedule decided in consultation with MAHA-METRO
- g. The tender design for Rolling stock to be used in Metro Projects will be prepared by consultant, in a manner that it is consistent with the final design of corridors, track, stations, and the associated equipment, maintaining safety clearances.

3.2.6 Other tenders in Metro project:

- a. The other tenders in the respective metro projects shall be broadly as under for reference. However, Maha-Metro at its own discretion can combine the systems or projects at any time.
 - i) Detailed design manufacture, supply, installation, testing and commissioning of Traction and Power Supply system.

- ii) Design, manufacture, installation, testing and commissioning of Signalling system
- iii) Design, manufacture, installation, testing and commissioning of Telecommunication system
- iv) Design, manufacture, installation, testing and commissioning of Lifts & escalators
- v) Design, manufacture, installation, testing and commissioning of Automatic Fare Collection system.
- vi) Procurement of turn-outs, scissors cross overs, derauling switches, fastening system, 60kg head-hardened UIC rails. etc. for ballastless and ballasted tracks.
- vii) Detailed Design of Depot layout and buildings Depot-cum- Workshop.

3.2.7 Site Visits

- a. To undertake visits to the construction sites, factory premises, depots, monitor the contractor's activities for ensuring quality, safety and conformity to contract specifications and time frame. It should be noted that though the responsibility for correctness, completeness and adequacy of the works constructed by the contractors and for compliance with statutory obligations remain with the contractors, Consultant will be responsible for any deficiency in the performance of the RS & M&P contractors.
- b. Consultant shall keep MAHA-METRO informed of their findings and recommendations resulting from these site visits. The responsibility and urgency of taking corrective measures lies with Consultant.

3.2.8 Inspection, Testing and Commissioning of Rolling Stock & machinery works:

- a. To have close coordination with the manufacturers who will follow the design, manufacture, installation, testing and commissioning of all plant equipment, rolling stock, signaling, Traction, OCC works, Depot construction etc.
- b. To advise the MAHA-METRO on the final acceptance of the system based on the results of the prototype, serial and/or system test.
- c. During the maintenance period after the completion of RS works, the consultant shall provide adequate and relevant staff to undertake necessary follow-up and monitoring and reporting to MAHA-METRO on completeness of all works, proper execution of works of all parties and any components of works to be checked up and maintained according to construction/supply contracts.

3.2.9 Budgeting and Accounting for Rolling Stock & M&P Works:

- a. Estimate overall programme cost relating to the master implementation schedule
- b. Assess the financial position and project long-term financial statements.
- c. Certify all required contract payments required to be made by MAHA-METRO and satisfy MAHA-METRO about any observations on the same.
- d. Further, consultant will assist MAHA-METRO in submission of disbursement claims to Funding Institution.

3.2.10 In the course of performing the Supervisory functions for the Project, Consultant will also:

- a. Monitor all contract works related to Rolling Stock & M&P in progress and identify any schedule or coordination conflicts, recommend measures to eliminate or mitigate problems and implement the recommended measures with the approval of MAHA-

METRO.

- b. Conduct Performance reviews as desired by MAHA-METRO and bring in improvement in the designs carried out by Contractors and certify all work performed by Contractor.
- c. Continuous coordination will be required with various local authorities, and govt. departments for resolution of issues related to the implementation of the Rolling Stock & M&P works. While the main coordinating agency will be MAHA-METRO, the Consultant will be associated wherever required, to provide technical support, by way of data, drawings, sketches, and technical aspects of the issues.

3.2.11 Commissioning and trial runs:

- a. The completed sections of the Metro Projects can be opened to passenger movements only after the sections are certified fit for passenger traffic by the Commissioner of Metro Railway Safety (CMRS) and the sanction is accorded by the Government under the relevant law for opening the section for passenger movements.
- b. MAHA-METRO will submit all necessary documents and have discussions etc. with CMRS both at the design stage and construction stage to obtain intermediate approvals. Consultant will assist MAHA-METRO, in all respects, in obtaining these approvals.
- c. Prior to the invitation to the CMRS for inspection of the line, the sections intended to be opened for traffic will be required to be subjected to the requisite trial tests. GC in co-ordination with consultant will plan, arrange, supervise and certify all these trial tests. if required with the support of MAHA-METRO staff, well in advance of the trial runs.
- d. Consultant will enable MAHA-METRO, giving all necessary assistance, to conduct the tests for Rolling Stock & M&P. The shortfalls noticed during the tests will be arranged to be rectified by consultant through the contractors. In order that the deficiencies are limited to the minimum, the design and construction of the Metro Rail Projects should take due consideration of the requirements under the relevant laws for opening of a Metro Rail system for the Public Carriage of Passengers.
- e. All information as required to be furnished to the CMRS in connection with the section to be opened to traffic shall be tabulated and furnished by GC to MAHA-METRO, for seeking the certification of CMRS for opening of the section(s) to traffic.

3.2.12 Training of Personnel of MAHA-METRO.

- a. Consultant will plan and design the training modules for personnel of MAHA-METRO in operation, maintenance and repairs of various equipment and plants supplied by RS supplier, at Maha-Metro site, OEM's premises or any other location Consultant will also plan and design training modules for these personnel in operation, maintenance and repairs of the RS & M&P and will provide training to them in these areas. The training will have to be arranged before commencement of the trials and will continue upto commissioning of the system.

3.2.13 Software Application Requirement for Rolling Stock & M&P Works:

- a. Maha-Metro envisages e-project management where the need for the documentation in hard copies has to be bare minimum. In pursuance of this goal a separate digital platform including 5D BIM (Building Information Modeling) is being created by MAHA-METRO and Consultant shall use this digital platform for delivering the project. The consultant should adapt to working on this digital platform.

- b. During the process of development of Integrated Digital Platform, the Consultant shall participate in the same as directed by MAHA-METRO. Participation of Consultant in the process will ensure consultant gaining the acquaintance of the same upfront.
- c. The success of the digital platform solely depends on the understanding and efficient application of the same by the consultant. The consultant should have adequate expertise to coordinate with the contractor and understand their digital outputs and give the relevant feedback to MAHA-METRO and its Owner's Support Office (OSO).
- d. The Consultant should verify the inputs given by the contractor through the virtual Building Information Model and attempt to regulate and optimize contractor's working through the same. It is the responsibility of the consultant to analyze the construction planning and monitor the actual construction progress to ensure that the digital platform is being used efficiently. Also, the Consultant should have in its team people having the relevant knowledge of various technologies related to the digital platform so that the benefits of the platform are being utilized effectively and to suggest any improvements.
- e. It is to note that the contractor will be 5D BIM compliant and would be supplying the coordinated BIM model/3D plus time and cost in a mutually agreed form; as an additional deliverable which will have to be studied / analyzed by the Consultant. Also, time and cost information of the planned works and the actual construction progress will have to be analyzed and accumulated by the Consultant and sent to MAHA-METRO/OSO using the digital platform.
- f. The Consultant has the responsibility of auditing and approval of the Building Information Model provided by the RS & M&P contractor
- g. The project planning information uploaded by the contractor on the Integrated Digital Platform shall be aggregated and analyzed by Contractor and the same shall be embedded in the project management platform for further use of MAHA-METRO or the Owner Support Office.
- h. It is imperative for the Consultant to have a member in the team for analyzing the time and cost information being provided by the contractor in its desired digital format. It should have the technical knowhow of handling the planning information and ensuring it is suitable for conversion to 4D and 5D in the digital platform.
- i. The Consultant should verify the quantities and cost of the modelled components provided by the contractor through the virtual model. It should inform MAHA-METRO / OSO about any discrepancies in quantities generated by the BIM model and the actual quantity in the bills.
- j. The engineering team of consultant should have the relevant software and IT knowledge to be able to coordinate with the IT team of the Integrated Digital Implementation Agency and that of the contractors. They should study and accumulate the relevant project management information given by the contractor which should be further analyzed and generate reports through the digital platform.
- k. The objective of the Integrated Digital project is to develop a working environment that enables higher efficiency and effectiveness, not only in internal functions, but also across the entire ecosystem of the Employer including Contractors. It will include the following class of software packages
 - i) 5D BIM
 - ii) Scheduling services as deemed appropriate by the OSO and MAHA- METRO.
 - iii) Progress and performance reporting software supported by the digital platform.
 - iv) Document control services using for e.g.: Primavera Unifier, AutoVue or as decided by the OSO and MAHA-METRO.
 - v) 4D and 5D BIM software packages including Autodesk Navisworks, Synchro etc.

- vi) Office suite or as deemed appropriate by the OSO and MAHA-METRO.
- l. The Consultant should have the relevant expertise and suitable manpower deputed to work on the platform employed/developed by MAHA-METRO. As the consultant would be the mode of contact between the contractor and the MAHA-METRO/OSO, it should have technical expertise to study the digital deliverables by the contractor, analyze them, give relevant suggestions and then transmit the information to the MAHA-METRO/OSO.
- m. The proposed IT system has been conceptualized for facilitating preservation of important artifacts (plans, drawings, notes, documents, reports etc.) in a secure and manageable environment in digitized format. Appropriate triggers shall generate dashboards and management reports every time an event causes a substantial shift in the project risk or a deviation in processes is developed.
- n. The envisaged system would expedite decision-making, ensure better planning and coordination between different functions, better data management, effective reporting, knowledge management etc. Program management shall provide senior management with critical information related to various contracts, activities and funds in the form of management dashboards with inbuilt triggers to ensure timely decision-making.
- o. The Consultant should have the technical expertise to inspect the digital deliverables provided by the contractor on a regular basis and give feedback to MAHA-METRO and OSO on the same. It should also be able to instruct and take relevant decisions based on these digital inputs provided by the contractor.
- p. Maha-Metro, GC and its IT Project Team and IT Implementation Contractor shall render necessary assistance (including providing trained IT staff with requisite skills at Contractor's cost) and handhold the Contractor for usage of the IT system.

3.2.14 Further Responsibilities of Consultant in Stage – 2 for RS & M&P Works :

- a. Consultant will be responsible to ensure that the goods and services used related to Rolling Stock & M&P Works in the Project are appropriate, suitable and are reasonably costed. The designs and specification adopted on the project should be such that they, in no way, limit the requirements regarding competitive bidding. It is also essential that the consultant is and remains demonstrably impartial in the performance of its duties.
- b. In performance of all services, the Consultant shall function in close co-ordination with MAHA-METRO & GC.
- c. Consultant shall maintain full records relating to all aspects of the work covered by the project. Such records shall be made available at all times to the MAHA-METRO for inspection. Mere acceptance by MAHA-METRO shall not relieve Consultant of their professional obligations to correct at their own cost any errors in their work.

d. MAHA-METRO RESERVES THE RIGHT TO OPERATE PART OR FULL WORKS IN SCOPE OF WORK (TERMS OF REFERENCE) MENTIONED ABOVE BASED ON THE NEEDS OF MAHA-METRO.

- e. The Consultant shall provide in its offer the proposal for staffing schedule for the entire period of the implementation of the project including the period of commissioning. The sections intended to be opened for traffic will be required to be subjected to the requisite tests and trials under the construction contracts prior to the invitation to the CMRS for inspection of the line and also during the operation period.

3.2.15 Monitor Compliance with Approved Design of Rolling Stock & M&P Works:

- a. The Consultant will inspect the Works during construction and shall monitor the Contractor(s) compliance with the Approved Design, in particular the Consultant will:
 - i. Ensure that product is provided as required by the design.
 - ii. Materials, including architectural finishes, meet design requirements.
 - iii. Tests required by the contract are executed and records properly maintained and
 - iv. Equipment meets specifications and is fully tested to prove compliance.

The consultant shall list any serious non-compliance and deficiencies identified during inspection in particular any non-conformances that threaten the performance of the system. A register of the status of these items will be maintained and included in the Monthly Report.

3.2.16 Monitor Progress

- a. The Consultant will review progress of all aspects of the implementation of the Works – design, procurement, construction, installation and testing – and compare actual progress with the approved Programme for Rolling Stock & M&P Works
- b. Any deviations will be noted and flagged for action in the consultant's Inspection Report. The Consultant will pay particular attention to achievement of Milestones and progress towards achieving Milestones and to procurement of long-lead time equipment.
- c. The Consultant will work closely with all parties to develop mitigation measures, or work around to avoid or minimize the impact of delays on the overall Project schedule.

3.2.17 Monitor Quality

- a. During the inspections the consultant will inspect the contractors' quality records, including materials test results and equipment test, to check that the quality management plans are being implemented. The quality records to be inspected / reviewed are:
 - i) Material delivery dockets and accompanying QC documentation.
 - ii) Inspection and Test Procedure (ITP) records.
 - iii) Activity records
 - iv) Equipment test results and reports.
 - v) Non-conformance Report
- b. **Testing and Commissioning Plan:** The Contractor will prepare a Testing and Commissioning Plan covering:
 - i) Factory Acceptance Tests
 - ii) Function Tests
 - iii) System Acceptance Tests
 - iv) Integrated testing and Commissioning Tests
 - v) Oscillation Trials

This Plan will be submitted to the Consultant for review and approval. It is in the best interest of the Project to involve the Commissioner for Metro Rail Safety (CMRS) in the preparation of the Testing and Commissioning Programme to ensure that all the Authority's requirements are covered. GC would therefore assist MAHA-METRO in their discussions and liaison with the CMRS and our review of the programme would include ensuring that the CMRS

requirements are incorporated.

The conditions precedent to moving from System Acceptance Tests to Integrated System Testing being that all System Acceptance Tests are successfully concluded and any outstanding 'punch list items' are of only a minor nature that does not interfere with the proper functioning of equipment and systems and that test results for each system and sub-system are collated and submitted in a rational report format to the consultant for review. Consultant shall witness all proving and commissioning tests of equipment and plant and a selection of other tests sufficient to satisfy the Maha-Metro/GC team that the works are implemented in accordance with the Contractor agreement and the various construction/supply contracts.

3.2.18 WITNESS TESTS AND PRE-COMMISSIONING TRIALS

Consultant is responsible for monitoring interfaces and managing function and commissioning tests to verify that the system functions safely and efficiently and complies with all contract requirements. The Consultant is responsible for witnessing tests and trials executed prior to commissioning the metro for public operations.

The Consultant shall:

- Witness all tests carried out on equipment & systems by the Project Contractor(s) and suppliers.
- Review and comment on the programme of Integrated System Testing (IST).
- Witness the IST and review IST test reports.
- Review and comment upon the Trail Running programme with particular emphasis on scenario exercises for emergency situations.
- Witness Trial Running and review related test reports.

3.2.19 REVIEW OPERATIONS AND MAINTENANCE MANUALS AND DISASTER MANAGEMENT MANUAL: Operations and Maintenance Manuals (for Rolling Stock, Equipment and Systems) Availability

Operations and Maintenance Manuals for installed equipment and systems must be available at the start of Integrated System Testing and preferably at the commencement of Function Testing. They are also required for staff training. The Consultant is required to review and approve all such manuals and will also ensure that MAHA-METRO/contractors' programmes are consistent with this timing requirement.

A. Responsibility for Preparation

These manuals shall be prepared by the Contractors and approved by Consultant before being passed to the MAHA-METRO review and approval. The equipment O&M Manuals comprise of two parts – (i) operation manual and (ii) maintenance manual – and they must cover all aspects of the Project: civil/structural/architecture, building services, M&E, Rolling Stock (including Driver's Manual) and Depot. The Consultant shall review the documents: Key components of the O&M Manual are:

- Asset List
- Spare Parts Lists and recommended spare parts holdings.

The Consultant will compare the recommended spares holdings with the spares requirements suggested by the RAMS Statements and with the reliability and maintainability data yielded by the Trial Running.

3.3 MISCELLANEOUS & ADMINISTRATIVE WORKS:

3.3.1 Reporting System of the Progress of the Project.

- a. Inception Report :** An Inception Report (English electronic copy) shall be submitted to MAHA-METRO within one month from the starting date of Stage – 2, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional programme for completion of the Project.
- b. Monthly Progress Report:** A Monthly Progress Report (English electronic copy) shall be submitted to MAHA-METRO. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. It should be submitted in a format approved by MAHA-METRO and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

3.3.2 Progress

- a. It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions in consultation with FIC services.
- b. It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the Works Programme. The status of permanent and temporary staffing of Consultant.

3.3.3 Time of Completion: Estimated time of completion of each Project is 36 months.

3.3.4 Scope and Nature of Authority Delegated to Consultant: Consultant shall be authorized to exercise following powers subject to the overall control and directions of MAHA-METRO related to Rolling Stock & M&P Works:

- a. Exercise the powers of 'Engineer' as stipulated in the contract documents for all contracts.
- b. To act on behalf of MAHA-METRO in coordination & other matters with the city authorities, Govt. Departments and Statutory bodies as decided in individual cases by MAHA-METRO.
- c. Scrutiny and check of all designs and drawings of Rolling Stock, etc. and enabling works submitted by the contractors, in respect of their adequacy to conform to the design standards approved by MAHA-METRO (after scrutiny and check, be put up for approval of MAHA-METRO).
- d. Finalization of quality assurance manual, for Rolling Stock & M&P works, for MAHA-METRO; scrutiny and approval of quality assurance program submitted by individual contractors and to formulate and implement an integrated quality assurance program for the project.
- e. Clearances of all matters relating to interfacing between the different works, after a critical examination.

- f. Exercise the powers of MAHA-METRO for the certification of payments, to be made by MAHA-METRO, in case of Rolling Stock & M&P contracts (including consultancy contract with a Detailed Design Consultant).

3.3.5 Services and Facilities to be provided by MAHA-METRO

- a. Provide rent-free air-conditioned office space of 100 Sq. m floor area each at Pune & Thane with reasonably adequate electrical switch points. All office furniture and furnishings including chairs, tables etc. as required, office equipment including computers, etc., (except Telephone instruments) have to be arranged by the consultant. Power consumption charges and telephone charges are to be borne by the consultant. Security and housekeeping will also be provided by Consultants. Transport facility to the staff will be provided by the Consultants at their own cost. The space will be provided in MAHA-METRO headquarters. In case of non- readiness of MAHA-METRO headquarter the rent for accommodation (to be engaged by Consultant shall be reimbursed by MAHA-METRO)
- b. Assist the foreign Consultant, Sub-Consultants and personnel to obtain work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or personnel to perform the Services in India for this project.
- c. Assist foreign personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits and any other document required for their stay in India.
- d. Issue to officials, agents and representatives of the Government, all such instructions as may be necessary for appropriate, prompt and effective implementation of the Services.
- e. The duration of the consultancy services shall be for a period of 36 months. The tentative target date for phased commencement of commercial operations section- wise will be informed in due course of time.

3.3.6 Language: The RFP application prepared by the Applicant and all correspondence and documents related to the RFP, and exchange by the Applicant and MAHA-METRO shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purpose of interpretation of the RFP, the English translation shall govern.

3.3.7 Governing Law : The governing law for the purpose of tendering process including this prequalification process are the laws of India and courts of Mumbai shall have full jurisdiction considering any matter arising out of this RFP and the tendering process.

3.3.8 Site Visit : The Applicants at their own responsibility, risk and cost are required to visit to examine the site of Project and its surroundings and obtain all information that may be necessary for preparing the application, for this project of MAHA-METRO. The costs of visiting the site shall be borne by the Applicants. MAHA-METRO shall not be liable for such costs, regardless of the outcome of the Bidding process.

3.3.9 Monitoring of Resources: Monitoring whether the equipment, plant, machinery, tools, manpower etc. being utilized by the Contractor are in conformity with the conditions laid out in the contract so as to ensure implementation of the work with due quality and safety and adhering to the prescribed time schedule.

3.3.10 Physical Verification: Consultant shall conduct inspections for physical verification of all features including but not limited to:

- a) Alignment and layout of the Project as per the specified plans and drawings.
- b) All civil works for depots and viaduct as per specified plans and specifications.
- c) Track, Traction and other Electrical Works.
- d) Aesthetics and heritage feature as per approved plans.

3.3.11 Monitoring Documentation of RS & M&P Contracts: The Consultant shall monitor if the Contractors are recording and maintaining sampling data, test results, equipment calibration data & related correspondence in specified formats of the QAP, as adopted by the Contractors and bring the con-conformance to Maha-Metro's notice.

3.3.12 Remedial Measures: The Consultant shall:

- b. Suggest remedial measures to improve the quality system if any of the component is found non -conforming to specified norms. However, consultant will get these suggestions implemented through the Contractor.
- c. Monitor if procedures are being followed by the Contractor for corrective action and rejection with respect to non-conformances as determined in house by the Contractors or as reported by the Consultant.

3.3.13 METHODOLOGY: Work Schedule: The Consultant services in Stage – 2 are required to be rendered for a period of atleast 3 years. This period may be extended by mutual agreement.

3.3.14 Deployment of Key Personnel:

- a) Key Personnel shall be deployed on need basis and the work on the Assignment shall commence after issuing letter of commencement from Maha-Metro for Stage-2. The payment for the manpower (B2) shall be made on actual man-month basis of experts deployed.

3.4 PHASE-WISE DELIVERABLES FOR STAGE – 2

KD No.	Activity	Completion Time	Payment % of B1
A1	Submission of Inception report, Detailed scope of work and Project Management Report.	1 Month from commencement date of Stage -2	2%
	Submission of review report of Preliminary report (PDR) of RS design		3%

A2	Submission of review report of Pre-final Design Documents of Rolling Stock and Signalling & Train Control Systems relevant to UTO prepared by the respective Contractors along with comments and suggested modifications.	15 days from the date of sharing of the particular design document.	5% after Maha-Metro acceptance
A3	Submission of validation report of Pre-final Design Documents of Rolling Stock and Signalling & Train Control Systems relevant to UTO ensuring compliance to all comments and modifications suggested.	15 days from the date of sharing of the particular design document.	10% after Maha-Metro acceptance
A4	Submission of review report of Interface Control Documents (ICDs) during pre-final design stage along with comments and suggested modifications (for all the ICDs relevant to UTO)	15 days from the date of sharing of the particular ICD	10% after Maha-Metro acceptance
A5	Submission of validation report of Interface Control Documents (ICDs) during final design stage ensuring compliance to all comments and modifications suggested during pre-final design (for all the ICDs relevant to UTO)	15 days from the date of sharing of the particular ICD	10% after Maha-Metro acceptance
A6	Submission of review report of Detailed Interface Design (DID) document along with comments and suggested modifications	15 days from the date of sharing of DID document	5% after Maha-Metro acceptance
A7	Submission of validation report of Detailed Interface Design (DID) document ensuring compliance to all comments and modifications <u>suggested</u>	15 days from the date of sharing of DID document	5% after Maha-Metro acceptance
	Submission of review report of Interface Test Specifications and Interface	15 days from the date	10% after Maha-Metro

A8	Test Procedures along with comments and suggested modifications (for all the interface test specifications and procedures relevant to <u>UTO</u>)	of sharing of the particular interface test specification or procedure	acceptance
A9	Submission of validation report of Interface Test Specifications and Interface Test Procedures ensuring compliance to all comments and modifications suggested (for all the interface test specifications and procedures relevant to UTO)	15 days from the date of sharing of the particular interface test specification or procedure	10% after Maha-Metro acceptance
A10	Submission of integrated testing and commissioning report for prototype train of	15 days from the date of completion of integrated testing & commissioning of Prototype train at respective projects	10% after Maha-Metro acceptance
A11	Assistance to Maha-metro in clarifying technical issues raised during the process of obtaining safety certifications, technical clearances, approvals, etc. from all statutory authorities such as Railway Board, CMRS, RDSO, ISA (Independent Safety Assessor) etc. for revenue services in UTO mode	After Commissioning in UTO mode for passenger services.	20%

Note: Penalty of 1% per week (for apportioned KD) shall be levied on non-compliance of the above respective key dates if the reason for non-compliance is solely attributable to the consultant. Decision of Maha-Metro shall be final in-case of penal conditions.

CHAPTER – 4 : STAGE-3 : FACTORY INSPECTION CONSULTANCY SERVICES AT ROLLING STOCK FACTORY

4.1 SCOPE OF WORK :

2. Objective:

After the Stage-1, Maha-Metro shall invite the tender for the procurement of the Rolling Stock for Thane and Pune Metro Line -4 Projects. After evaluation, the tender shall be awarded to the suitable supplier. This supplier shall be noted as Rolling Stock Supplier in this tender document. The Rolling Stock supplier shall manufacture the metro trainsets in their factory either located in India or any other location in the world. The consultant shall act as Factory Inspection Consultant (FIC) in this stage. The Scope of work shall be inclusive of the following:

- **Part-I:** Inspection of manufacturing activities of Rolling Stock
- **Part-II:** Independent Safety Assessment of Rolling Stock and various train sub-systems

3. Part-I: Inspection of manufacturing activities of Rolling Stock

- n. To inspect quality of incoming material (SS/Aluminium/any other) for Carbody, carbody structure and Bogie in **accordance** with the agreed standards between MAHA-METRO and Rolling Stock supplier. The scope of inspection shall be validation of the mechanical strength and material composition through verification of test certificate issued from accredited test house for every incoming consignment/batch.
- o. Associate on all welding and heat treatment activities on Bogies/ Carbody in accordance with the approved quality plans including sample tests and approval. The Consultant shall ensure review of welding consumables and review of welding document and processes against the applicable welding standards and contract specifications.
- p. To conduct inspections and checks at various witness and/or hold points for the entire production as per ITP. Sample ITP is enclosed herewith as an Appendix 3 below. Final version of the ITP will be finalized with the consultant along with Maha-Metro, Consultant & RS Supplier. FIC shall develop defect identification methods in accordance with applicable standards and contract requirements and monitor progress of defect rectification activities of rolling stock manufacturer.
- q. To witness First Article inspection and witness Type/Routine test activities within Contractor's various works locations.
- r. Any other work as assigned by the Employer or its authorized representative.
- s. Tentative Schedule of the Inspection shall be mutually decided between consultant and Maha-Metro after the award of Rolling Stock tender. The Bidder shall plan deployment of the key personnel during the agreed schedule

4. Inspection and Checks:

- d. Illustratively the inspections and checks shall be divided into following five categories
 - i) Supply inspection (both at supplier's premises and incoming to the manufacturer works).
 - ii) Bogie inspection.
 - iii) Car Body inspection.

- iv) Final car assembly(outfitting) inspection.
- v) Complete Car inspection and witnessing of testing.

4. Bogie and Black Steel Production

a. Bogies Frames

- i) Review status of the availability of the Jigs and Fixture (calibrated) to start first trial bogie frame manufacturing.
- ii) Review status of Material supply and full manufacturing work instructions are on track to deliver.
- iii) First Bogie frame production materials are available at first Workstation. All quality paperwork for the sheet plate, the manufacturing and painting processes are available for start of production.
- iv) All the processes are in place for Start of Production.
- v) All goods inward inspection Quality paperwork shall be ready to start the headstock production.
- vi) Jigs are all in place and fully commissioned. The Certificate of Conformance and the validation paperwork are available for review at the workstation.
- vii) All quality paperwork for sheet plate and the manufacturing process is to be reviewed.

b. Car Body Production Work station 1 – Underframe Jigs

- i) The jig for the under-frame assembly is fully installed and commissioned, against the drawing developed by Rolling Stock supplier. All validation paperwork, measurements and certificate of conformity are to be available for inspection during the audit.
- ii) Review all child parts for welding and welding processes are in place.
- iii) Piping work assembly drawings, the Jigs are delivered to start the production.

c. Side Sills

- i) Side sills for the first car are available for inspection; ensure FAI reports are available for review.
- ii) Goods Inward inspection and a configuration check to be carried out before the material was released to the workstation.
- iii) Dimension checks to be carried out prior to the side sills are loaded in the jig as per the latest revision of Drawings.

d. Bolsters

- i) Bolsters for the first car are available for inspection; ensure FAI reports are available for review.
- ii) Goods Inward inspection and a configuration check to be carried out before the material was released to the workstation.
- iii) Dimension checks to be carried out prior to the Bolsters are loaded in the jig as per the latest revision of Drawings.

e. Head Stock & Tail Stock

- i) Review and inspect Head Stock was loaded into the jig and married up with the bolster and side sills perfectly.
- ii) Review all the dimensions for Tail Stock, Side Sills and Bolster alignment prior to the readiness for welding.

f. Work instructions

- i) Review the Workstation work instructions, shall be located at the Operators' work bench next to the Jig.
- ii) The work instructions shall be ready and to be reviewed for full component requirements, loading instructions and full assembly sequence.
- iii) The documents contained marked up 3-D renderings, identifying critical issues and details. These will be updated by Industrial team once the first under frame has been manufactured.
- iv) The full welding map, welding instructions and welder's competencies shall be reviewed

g. Workstation – 2: Side walls and End wall Jigs

- i) Review of side wall modules jigs and review the loading of left side wall and right-side wall jigs installation and commissioning.
- ii) Validation paperwork and the Certificate of Compliance shall be reviewed.
- iii) Prior to start of Robotics welding, debugging of Robotic weld machine and anti-collision tests shall be performed.

h. Manufacture Status

- i) Review the Quality of the welding and documentation for welding Processes.
- ii) Identify and report all the welding related issues until the welding processes are stabilized.

i. Workstation 3 – Roof section Jigs

- i) Review of Roof assembly jig's installation and commissioning.
- ii) Audit the validation paperwork and the Certificate of Compliance.
- iii) Inspect and report any abnormality during pre-loaded of Jigs with Roof Section.
- iv) Review full anti-collision test of the Robotic weld and debugging of Robots during first weld.
- v) Review and report if any additional stiffening of the Roof section is required by ensuring no heat distortion is taking place.

j. Workstation 4 – Car Body Assembly

- i) Review and audit the assembly jigs are delivered to site, set up and commissioning for the first car body.

k. Jigs and Fixtures General

- i) All the access platforms and car body lifting beams have been designed, purchased and are currently in manufacture for the Fit-Out workstations.

- ii) Review and report delivery schedule are well within production program requirements.

I. Car Body Fit Out :Car Wiring

- i) To adopt the best practice methods for the preparation of train wiring looms.
- ii) Review and report all the final 2-D wire layout drawings are readily available for the Wiring looms at the Operators' workstation.
- iii) Manipulators or jigs for the cable harness assembly to be reviewed
- iv) Audit the first car body wire looms will be made up on the existing flat wire loom table.
- v) All cable; i-dents and terminals (plugs, pins and terminal loops) are available in stores for the first wiring looms.
- vi) Adequate staffing is in place for the commencement of manufacture of Wiring Looms.

m. Electrical cabinets

- i) Electrical cabinets and cubicles are being manufactured and delivered at the Warehouse.
- ii) All cabinets and cubicles will be fully wired and tested in assembly hall.

n. Fit Out station

- i) All the access platforms and line side storage for the fit-out stations are ready and safe to Start the Production.
- ii) The activities at each station have been defined and the Industrial teams are working at achieving a one-day tag time for each workstation.
- iii) Review and report if any issue in achieving the tag time delay at workstation.
- iv) All required work holding devices for the installation of underframe equipment and other out fitting equipment shall be reviewed.

o. Bogie Assembly Line

- i) Review and Audit whether certificate of compliance is available assembled bogies which are delivered.
- ii) All critical bogie components shall be reviewed as per agreed inspection process.

p. Car Body Programming

Station / Activity	Baseline Start	Baseline finish	Current forecast finish	Comments
Work Station-1 Underframe				
U/F Bars and brackets				
U/F ducts and pipes				

Work Station-2 Sidewall sections				
Work Station-3 Roof sections				
Roof trim				
End frame				
Cab Structure assemble / paint				
Erection Main Bodyshell				
Compression Test				
Elec lockers / drivers desk				
Side Wall trim				
Cab mask Fitment				
Final Fit out 1				
Final Fit out 2				
Final fit out 3				
Final fit out 4				
Final Fit out 5				
Final Fit out 6				
Bogie Install				

q. Resources : Welders, Fit-out, Electrical Wiring and Cable looms

- i) Audit and report regarding enough qualified welders to support full programmed production.
- ii) Review the TWL Firema Team's processes to start the recruitment plan and training of welders
- iii) Review the Welders training and certification processes.
- iv) Audit and report the availability of enough qualified staff for the Fit-out and assembly line.

r. Logistics

- i) Review and report the status of Warehouse, Logistics and Non-availability of parts due to supply chain issues;

ii) Detailed Scope is as below:

- Process of Collection of parts / materials from warehouse.
- Import to factory where applicable (including customs clearance and management of advanced import tax clearance).
- Delivery of materials to site within factory location
- Management of onsite stores (including make-up of parts kits, delivery of materials to workstations etc.).
- Transfer of completed cars to foreign port (if any). (including wrapping and any required fumigation)
- Customs clearance and export paperwork
- Shipping to Foreign port (if any).
- Transfer of cars to Depots at Pune or Thane
- Full IT traceability of all parts and materials.
- Adequate staffing for the warehouse management

s. Testing Facilities

- i) Review and audit the facilities available for performing the Statutory testing (e.g. Carbody Compression test, Bogie Fatigue test etc.) as defined in IEC 61133

4.2 Independent Safety Assessment of Rolling Stock and various train sub-systems

- a. The FIC shall also be responsible for carrying out an Independent Safety Assessment (ISA) of trains and sub-systems. ISA for Rolling Stock (RS) shall be for specific application of Trainsets system and their subsystem intended for a project. The scope of the ISA RS covers to provide an independent assessment (hardware and software) on the achievement of the required SIL targets.

Braking System	SIL 2
Emergency Brake	SIL 3
Train Door System	SIL 2
Detrainment Door	SIL 2
TCMS	SIL 2
Fire and Smoke Detection System	SIL 2

- b. The objectives of the ISA work shall be consistent with the standards CENELEC 50126, 50128 and 50129 which shall include but not be limited to the following:
 - i) Correct identification and management of system requirements, including safety requirements.

- ii) Confirming that the system meets the safety requirements through verification and validation activities.
 - iii) Ascertain if the system safety requirements have been demonstrated in accordance with the applicable regulations.
- c. Further, the mission of the ISA shall cover the following areas:
- i) Assess whether a consistent approach has been followed, covering organizational, methodological and technical aspects that contribute to the development of the specific application;
 - ii) Evaluation of how risks have been considered, including environmental and technology-related hazards and the affections thereof;
 - iii) Design verification for the specific application, checking the evidence for the management and configuration control, including interfaces;
 - iv) Validation of the specific application by check sampling of testing activities.
- d. The ISA assessment shall be performed at system level, accepting, if applicable, Products and Generic Applications that have previously been assessed and closed satisfactorily.
- e. Implementing a correct and effective safety assessment, by planning, with the manufacturer, the activities to be carried out and understanding the basic characteristics of the application / device / process / change to be assessed: its scope, context, safety needs as well as the regulatory framework to be applied, if any, and its safety architecture and safety principles implemented.
- f. Sharing and confirming the normative framework, understanding the scope and safety needs and defining the operating context with the manufacturer to standardize and finalize with Maha-Metro
- g. Prepare an Assessment plan (this document) including the following key aspects:
- i) Scope of the assessment,
 - ii) Perimeter of the analysis,
 - iii) Assessor organization for the project with the indication of people included in the team and their respective roles,
 - iv) References on applicant organization and resources involved in the project,
 - v) Details of the activities to be carried out throughout the process,
 - vi) Milestones for the Safety Assessment Process and the related time planning.
 - vii) Definition of reports to be issued and related contents.
- h. Collect the relevant documents prepared by manufacturer and analyze them with the aim to understand the overall application/device/process/change structure and its safety requirements;
- i. Reporting to the discrepancies and short comings by means of a List of Open Points (LOP);
- j. Propose a solution and to perform a corrective action that leads to the closing of open points found;
- k. Undertake technical/quality/safety audits at the manufacturer's facilities, in order to integrate and complete tasks up to this point, improving knowledge of the system, discussing the LOP issued, assess the technical and safety aspects of the project and perform cross acceptance (if applicable) with the system under assessment.
- l. Compile the documentation set regarding the safety requirements as well as the safety principles adopted and the safety analysis performed by the manufacturer;

- m. Evaluate the adequacy of the safety strategy put in place by MANUFACTURER and the effectiveness of safety requirements defined and safety principles implemented including but not limited to the following tasks:
 - i) Collect applicable safety requirement
 - ii) Understand Safety Management strategy
 - iii) Find out safety principles
- n. Submit a Preliminary Assessment Report, summarizing the outcomes of the activities performed up to this stage and includes a detailed opinion about the robustness of the project with respect to safety features;
- o. Recommendations on the best practices and principles to be followed by the manufacturer to meet the safety requirements as envisaged under this scope;
- p. Evaluate the adequacy of the safety architecture implemented as well as the safety measures adopted to mitigate possible malfunctioning/hazarding situations by analyzing safety architecture procedures and evaluating safety measures effectiveness.
- q. Finalizing the ISA process, making possible the final judgment about the safety adequacy of the application / device (product, system, component) / process / change in its intended context as per the scope of this tender.
- r. The assessment team shall inspect documents issued by the manufacturer against the non-compliances highlighted upto this stage, formalizing deviations by means of LOP.
- s. Analyse the testing activities performed, inspection of the adequacy for environmental conditions, obtaining safety evidence of the achievement of requirements and functionalities and examination of application conditions and use of constraints.
- t. Carry out an Audit on -site to verify the whole process planned and managed for development of the project. The audit shall be carried out on the basis of an Audit Plan agreed and approved by the manufacturer and the Employer;
- u. Perform tests and verification sessions, at the manufacturer's facilities, and Employer's facilities in the real operational context, in order to:
- v. Verify, on a sample basis, the activities done by the manufacturer to demonstrate the correct operation of safety mitigations;
- w. Integrate the manufacturer's activities through some additional tests, designed for the purpose and considered significant to verify the safety Audit Report to summarize the open points that may arise from test and audit sections.
- x. Specific scope of the audit activity will be defined once the initial LOP is sent to MANUFACTURER.
- y. Submission of Final Safety Assessment Report (SAR) based on the evaluation of the entire project highlighting all the findings of the assessment processes, including the level of safety achieved by the application/ device/ process /change, as well as any deviation found and application conditions and defined user constraints.
- z. The list of deliverables envisaged under the scope of ISA of Rolling Stock shall include the following:
 - i) ISA Assessment Plan
 - ii) List of Open Points (LOP), for document assessed (more than one may be required)
 - iii) Audit Agenda and Report (to be performed at MANUFACTURER facilities)
 - iv) Audit/Static tests Agenda and Report (to be performed at MANUFACTURER facilities)
 - v) Audit/Dynamic tests Agenda and Report (to be performed at CLIENT facilities)
 - vi) COTS (Commercial-off-the-shelf) and Re-used software Assessment Report.
 - vii) Safety Assessment Report (SAR) for each subsystem scope of the project.
 - viii) Safety Assessment Report (SAR) for the system scope of the project.

4.2.1 Representation

Unless otherwise advised, the Consultant will be the technical representative and do not have authority to give directions, approve variations or make decisions on behalf of MAHA-METRO. All requests and directions shall be in accordance with the communication channels specified in this document.

It is understood that the actions of the Consultant should not hold up production activities at the Train Manufacturer's Facility or at the Subcontractors except when a Safety Step-In Event occurs as defined below.

The Consultant has to depute their personnel for inspection in line with the duty schedule followed by the Manufacturer/subcontractor/supplier at their facilities.

4.2.2 ROLE

The responsibilities of the Consultant in this stage shall be to provide assurance to MAHA-METRO that manufacturer is performing its obligations under and complying with the Rolling Stock Contract. This includes the manufacturer being fully prepared for rolling stock manufacturing activities, identify any defects and / or issues that may or may not have been observed by the manufacturer, witness Witnessing of testing and monitor the conformity of the Rolling stock vehicles against the Rolling stock Technical Requirements, safety requirements and relevant applicable requirements necessary for carrying out the scope as envisaged under this tender

The Consultant shall act in a professional and respectful manner and shall always abide by the local site policies and regulations.

4.2.3 INDUCTION AND SAFETY

The RS Supplier shall provide a site induction training (main risks, mandatory Personal Protective Equipment (PPE), emergency procedures, etc.) to the Consultant who will be performing work on the site, prior to granting access to the Train Manufacturer's Facilities or to the facilities of their Subcontractors.

The RS Supplier will provide additional Occupational Health and Safety (OHS) training as required to the Consultant's Representatives who are required to witness abnormal testing, inspection and repair activities. These may include (but not limited to) attendance at the car / train testing facilities of a restricted access nature, radiographic testing, treatment of heat affected colours on spot welds and external arc weld seams.

4.2.4 SAFETY STEP IN EVENT

The Consultant shall immediately advice MAHA-METRO in case of a safety related non-conformance and only proceed for hold up of production activities after an approval. Safety related non-conformances shall be defined as violations to safety related clauses in Rolling Stock contract and/or to the complete satisfaction of MAHA-METRO based on the Consultant's explanation.

4.2.5 ESCALATION MECHANISM PROCESS

To facilitate the timely close out of issues identified by the Consultant, an escalation mechanism shall be maintained. This process shall be reviewed on a monthly basis to determine its effectiveness in dealing with the issues and ensuring that escalations and communications are maintained at the right level within the Project.

4.2.6 On-site Communications

All day-to-day communications shall be between the Consultant and the manufacturer within the Train Manufacturing Facility.

4.2.7 Formal Communications and Document Transmittal

All the Consultant's reports shall be transmitted to the manufacturer and MAHA-METRO by the Team Leader. Similarly, the manufacturer responses to all of the Consultant's reports shall be transmitted to MAHA-METRO.

4.2.8 Committee Meetings

Monthly committee meetings shall be held to discuss any unresolved items and any existing or perceived contested items. These meetings would be held in MAHA METRO office in Pune/Thane preferably or at factory site as directed by MAHA METRO along with the Monthly Progress Review Meetings with Train Manufacturer. All such meetings will be attended by the Consultant's representative in Pune or Nagpur or Thane or at factory location.

4.2.9 Inspection and defect report and project issue report

Fabrication, assembly and testing concerns (with the exception of in-process inspection findings for which a corrective action plan has been agreed by both the Consultant and the manufacturer's representatives, and which can be verified during subsequent stage inspections observed by the Consultants) will be documented in the report specifying the inspections undertaken and the type of identified concerns. All such reports will be logged in an Inspection and Defect Log. The format shall be issued after award of work.

General project issues and process concerns (with the exception of in-process inspection findings for which a corrective action plan has been agreed by both the Consultant and the manufacturer representatives, and which can be verified during subsequent stage inspections) will be documented specifying the inspections undertaken and the type of identified concerns. All such concerns shall be logged in the Project log. The format shall be issued after award of work.

The reporting mechanism as illustrated below shall be employed. Any comments or objections that the manufacturer may have on the issues raised shall be provided in writing within two working days of the Consultant issuing the report, via the communication channels specified in this document. The manufacturer shall include appropriate technical justifications in accordance with the contract conditions or agreed clause by clause reports/ Minutes of Meetings and associated standards in such formal objections.

The Consultant shall follow up all on-site verbal notifications with documented reports. Verbal notifications will be provided to the manufacturer to ensure that the observed concern is visible to relevant personnel and for the manufacturer preparedness and follow-on assessments. All verbal notifications by the Consultant pertaining to an observed concern shall be considered invalid if these are not documented and reported in relevant reports or logs.

Details of in-process inspection findings, for which a corrective action plan has been agreed by both the Consultant and the manufacturer and which can be verified during subsequent stage inspections, will be documented with all associated details in On-site Log. These would be defined as Level 1 findings. The manufacturer shall include all such findings in NCR (Non Conformity Report) as part of their quality system. The Consultant may at its own discretion decide to transfer items to formal reports (Inspection and Defect Log or Project Log) if and when any of the following scenarios occur:

- i) If observations are of a repetitive nature
- ii) If any disagreements occur between the Consultant and the manufacturer at any time until close out; and
- iii) If the identified item is escalated to an NCR within the manufacturer system.

All concerns raised by the Consultant will be documented by photos wherever possible. The vehicle number and the corresponding drawing number will be recorded in associated reports. The Consultant may at its own discretion, provide recommendations on corrective actions.

Items that have been closed out shall be documented in the Consultant's respective registers as completed only when appropriate evidence of close out is provided by Manufacturer by means of documentation or by arrangement of scheduled re-inspections.

For all such observations that are pre-existing NCRs, the following mechanism shall be applied:

- i) Manufacturer shall prove that the observation is a pre-existing NCR by the provision of relevant copies.
- ii) All observations that are pre-existing NCRs shall be logged in the Consultant's log. However, the following pre-conditions apply:
- iii) The Consultant shall clearly identify that the observation is a pre-existing NCR;
- iv) The Consultant shall include the NCR reference number in the log; and
- v) The Consultant shall provide a brief summary of the observation.

Photographs shall not be requested for observations that are pre-existing NCRs, if photographs are included in Manufacturer's NCR and if copies of the NCRs are already handed over to the Consultant. MAHA METRO or its authorized representative may audit the Consultant's inspection findings and documented on-site logs from time to time:

During this audit if any discrepancies are found in the Inspection report/logs of the Consultant, this will attract penalty at the rate of 10 % of the Invoice value of that particular month.

4.2.10 Planning, Meetings and Progress Reporting

The Consultant shall hold weekly on-site meetings with local Manufacturer representatives to discuss and reconcile of any audit, verification or inspection undertaken during that period. The meeting will be chaired by the Consultant's representative and is to be attended by relevant Manufacturer representatives who are empowered and authorised to make decisions and to expedite the Terms of Reference.

The Consultant shall issue minutes in respective weekly reports and release updated Consultant's defect and issue logs capturing agreed outcomes within 2 Business Days.

At the weekly on-site meeting, Manufacturer and the Consultant's will review the Inspection and Test Plan(s) on a 8 week look-ahead basis to allow the Consultant to plan their activities and monitor the progress of manufacturing. Manufacturer is to provide visibility on the production status and plans in the agreed format.

The Consultant will provide a weekly report to MAHA-METRO and Manufacturer. The weekly report will include:

- iv) Summary of activities undertaken during the period by the Consultant
- v) Observed production status
- vi) References to Consultant's records and logs (Inspection and Defect Log or Project Log)
- vii) Results and actions agreed during any meetings with Manufacturer
- viii) Extracts of the Consultant's resource planner updates on a four weeks look-ahead basis, and
- ix) Photographs of any Level 1 log items raised during the reporting period.

4.2.11 FACILITIES

In accordance with the contract conditions, Manufacturer or RS Supplier will provide the Consultant with full access to all parts of the worksites (including subcontractor's worksites) where the NEWLY DEVELOPED METRO CARS vehicles and their components will be manufactured. It is acknowledged that this shall be limited to working areas of such sites and does not extend to the office areas, unless otherwise agreed.

Manufacturer shall provide an appropriate office at the Train Manufacturer's Facility with facilities. The office will have internet connection preferably via a wireless connection and a landline phone. The expenditure against utilization of all sorts of communication facilities shall be borne by the Consultant only.

4.2.12 SCOPE OF ACTIVITIES

The Consultant, at the Train Manufacturer's and Subcontractor's Sites, will undertake activities including audits, verifications and inspections of any aspect of the quality or performance of any of the obligations in accordance with contract conditions, including the management systems and plans of the MAHA-METRO and those of any Subcontractor.

The Consultant will inspect and be provided copies (electronic and hard copy) to the extent necessary to verify the compliance with the contract conditions.

Commercially sensitive information accessed for the purposes of any audit or inspection will be treated as Confidential Information and subject to the same restrictions on use and disclosure and only used for the purposes for which it was accessed.

4.2.13 REPRESENTATIVES OF THE CONSULTANTS

The Resident Representatives team will include Team Leader and FIC Engineers and ISA Expert.

4.2.14 ROLES AND RESPONSIBILITIES:

a. **Team leader**

- i) Day-to-day line management of the FIC Engineers, ISA Expert who are based at the Train Manufacturers Facility. Distribution of work amongst the key personnel in accordance with the scope of work, approved ITP plans and experience/qualification of the FIC engineers.
- ii) Observe site activities
- iii) Meet with the MAHA-METRO/ Manufacturer representatives
- iv) Participate in critical phases of manufacturing by Communicating and verifying compliance
- v) Organising audits and inspections, specifically monitoring appropriate corrective and preventative actions, and Acting on escalated unresolved non-conformities identified by either the MAHA-METRO or FIC.
- vi) Review the ongoing activities regarding to ISA of Rolling Stock
- vii) Reviewing and providing feedback to Manufacturer's Inspection and Test Plan(s)
- viii) Reviewing LogBooks prior to factory release of the NEWLY DEVELOPED METRO CARS vehicles for completeness and compliance
- ix) Providing assurance that all records established provide evidence of conformity to requirements and the effective operation of Manufacturer's quality management system are controlled, appropriately identified, stored and protected such that Regular reporting of information, Logs, Reports etc. to MAHA-METRO
- x) Critical items would be closely monitored and reported in advance.
- xi) Day to day monitoring of the Independent Certification of manufacturing facility/capability of Rolling Stock and it's Subsystem, quality assurance of the manufacturing facility etc.

b. **FIC Engineer**

- i) Inspect or verify all major phases of construction
- ii) Undertake pre-production audits and report details of observations
- iii) Undertake in-process inspections
- iv) Undertake 'hold-point' inspections and Witness points inspections in accordance with Manufacturer's
- v) Inspection and Test Plan(s)
- vi) Witness Routine Testing activities
- vii) Witness First Article Inspections within Contractor's works
- viii) Witness Type Testing activities in Contractor's works

c. **ISA Expert:** Independent Safety Assessment of Rolling Stock and various train sub-systems (ISA)

Note: The quoted price shall include all sorts of inspections at suppliers end in any factory location in India and foreign locations including Witness to First Article Inspections and Witness to Type Testing activities, Independent Safety Assessment of Rolling Stock and various train sub-systems. These inspections shall be carried out by Consultant as directed and approved by MAHA-METRO. Number of such visits shall be limited to 20 visits outside India and all the visits to Rolling Stock manufacturer / sub-contractor's facility during the contract period. The inspection shall be followed with submission of detailed inspection report by inspection official to MAHA-METRO.

Payment shall be made on man-month basis for the FIC services and lump-sum 100% final payment for ISA services after submission of report & acceptance by Maha-Metro

Part-B Appendices

APPENDIX - 3

**APPROACH PAPER
ON WORK PLAN AND METHODOLOGY PROPOSED FOR
PERFORMING THE ASSIGNMENT (Network diagram of Activity also to be
submitted) (to be submitted along with bid)**

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.}
- c) **Consultant Organization & Staffing**
- {Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements.}
- d) **Claim Management Methodology** {Please provide a plan and methodology for carrying out claims management for the Client during the execution of the project. Any examples of previous methods that have been successfully implemented will be preferred. The Client is free to obtain verification from such previous projects of the Consultant for this purpose}
- e) **Training Plan.**{Please outline the training plan for the Client's staff along with specific references to how each discipline will be covered and what staff will be deployed for this purpose.}

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF OF THE GROUP.

Position Title and No.	{e.g., K-1, PM}
Name of Firm:	{Insert name of JV partner proposing the Expert}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Years with the Firm:	
Country of Citizenship/Residence	
Education:	{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}
Detailed Tasks to be assigned:	
Key Qualifications:	
Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations.(Use up to half a page)	
Employment record:	Starting with present position, list in reverse order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last seven years, (indicate the name of the City and the country – developed/developing) also give types of activities performed and Employer references, where appropriate. (Use up to three quarters of a page)

Period	Employing organization and your title/position. Contact info for references for last 7 years	Title of Position Held	Location of Assignment

Language Skills:

Indicate proficiency in reading, speaking of English and other languages by remarking "good", "fair", or "poor".

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

I hereby, convey my consent and assure my availability for this assignment for the entire duration of the Project for the particular role assigned to me. I also confirm that I have not given my CV to any other Consultant.

Name of Expert Signature Date _____ {day/month/year}

Name of authorized Signature Date _____ {day/month/year}

Representative of the Consultant _____

(the same who signs the Proposal)

Note: *Electronic signature of designated expert can be used provided the Authorized signatory signs the same CV*

Note: Following to be attached with CV:

- i) Photograph
- ii) Certificate for availability by the key professional
- iii) Copy of valid passport in case of international expert and incase of Indian Key Expert copy of any identity card issued by the Government.
- iv) Age proof

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

BID DOCUMENT

FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4

TENDER NO. T1-025/RS-02/2026

PART- 3: Conditions of Contract
SECTION-VIII: Conditions of Contract



Maharashtra Metro Rail Corporation Limited

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

Website: www.metrotrainagpur.com

SPECIAL CONDITIONS OF CONTRACT (CC)

6.1. General

6.1.1. Duration of Contract

The contract shall continue for a period of Four Years from the date of commencement as instructed by the employer viz., NTP (notice to proceed) issued by Maha-Metro. The period of the contract may be further extended on mutual terms. The completion date of this contract shall be considered as last date of bid submission of the last tender (prepared by the consultant) or one year from the date of commencement whichever is later.

6.1.2. Payment Terms & Schedule: -

- (a) Contractor has to submit Tax Invoice w.r.t each milestone as detailed in Scope of work clause III showing proper tax break up with each bill, in relation to work done / service provided to Maha Metro. The standard terms of payment shall be within 30 days from the date of submission of bills in triplicate along with work completion certificate issued by the competent authority in Maha-Metro. The payment shall be made in Indian Rupees only (INR) through RTGS/NEFT/ECS after due deductions of all statutory payments, taxes, penalties and other deductions applicable. Tax deduction at source from each on- account progress bill shall be made by Maha-Metro as per the provisions of the statutes/acts of statutory bodies/local authorities etc. except when the contractor prior to release of payment submits valid and complete documents for tax exemption.
- (b) No advance payment/ mobilization advance shall be paid to the Contractor.
- (c) It is mandatory to maintain all deliverables, documents at any point of time and the documents and records should be made available for Maha-Metro officials or by any other official nominated by Maha-Metro at any point of time. While submission of Bills the contractor shall also submit all the required reports & documents along with the Maha-Metro acceptance note during the billing period.

6.1.3. Deployment of representative

- (a) Upon receipt of LOA, Contractor shall coordinate with concerned departments of Maha Metro regarding submission of deliverables, getting required information on project and for consolidation of data.
- (b) There is no requirement to deploy the experts on full time basis however, they are required to attend through VC whenever requested by Maha-Metro and also may be required to physically visit Maha-Metro offices to discuss/explain the suggestions, modifications & recommendations etc.,

6.1.4. Contractor Representatives / experts:

- (a) The contractor shall abide by and comply with all the relevant laws and Statutory requirements covered under Labour Act, Minimum Wages and Contract Labour, Regulation & Abolition Act of Maharashtra state, EPF etc. with regard to personnel engaged by him for works. It will be the responsibility of the contractor to provide details of personnel deployed by him, in Maha Metro.

- (b) In case of any dispute/claims between the personnel deployed by contractor, Maharashtra Metro Rail Corporation Limited shall not be party. Contractor shall be solely responsible for any statutory violation or lapses

6.1.5. Income Tax

The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Contractor by Maha Metro.

6.1.6. Insurance

The contractor shall obtain the following insurance for the said consultancy work at its own cost, & shall submit a copy of the same within 15 days from the issuance of LOA:

Project specific Professional Indemnity Insurance (PII) policy with a minimum coverage equal to bid total shall be provided at the date of commencement of the work. Global cover (with specific mention of coverage of this contract for various Metro projects under it) is also acceptable. Validity of PII shall be up to 1 year beyond date of completion.

Professional indemnity Insurance Policy for consultant's staff performance in India for this project will be borne by Consultant. This professional indemnity insurance will be taken by Consultant and shall be in addition to the performance guarantee/bank guarantees. However, if any concession/exemption in the taxes, duties and cesses as are extended, during the operation of the agreement the same shall be passed on to MAHA-METRO.

The Consultants shall also register with EPFO, comply with the provisions thereof and shall submit Copy of registration to the Employer.

All costs of the Consultant should be considered and quoted accordingly in their proposal. The consultant should quote costs both for staff/experts and other expenses clearly.

- (a) All costs related to travel of experts, visit to Maha-Metro offices, other logistic expenses during their visits, charges for purchasing any software related to the consultancy work shall be arranged by Contractor at his own expenses.

6.1.7. GST (Goods & Services Tax)

- i. The price quoted by bidder is inclusive of all taxes (including GST) as per prevailing rate on Base Date and the bill produced by bidder shall clearly exhibit the breakup of price of services & taxes. Goods & Services Tax (as applicable) shall be mentioned in each bill of Contractor as per GST billing format.
- ii. Any change in rate of GST shall be adjusted both ways (reimbursement or recovery).

6.1.8. Damages to Maha-Metro assets

- i. In case of any damages to the Maha-Metro assets as assessed by the Engineer in Charge/Employer during the execution of any work, suitable cost will be recovered on actual basis from the forthcoming bills of the contractor or any amount due to the contractor.
- ii. If the recoverable amount exceeds the dues payable to the contractor, the same shall be recovered from the performance Security.

6.1.9. Price & Quantity Variation

- (a) The price quoted by the contractor shall include the administrative charges including profits proportionally distributed into each cost center.
- (b) The contract value can be varied by +25% and Contractor has to execute this varied quantity of work as per the Accepted Rate.
- (c) No additional cost shall be provided to consultant in case of delay either attributable to employer or consultant.
- (d) NO Price Variation is admissible in this Contract. However, the provisions stipulated in Section-9: Financial Bid in respective parts of BOQ shall prevail.

6.1.10. Termination of the Contract**i. Termination by Maha-Metro**

The contract may be terminated before the contract period owing to following reasons:

- (a) Force Majeure beyond control of either party (as defined by Public Procurement Dept of Ministry of Finance)
- (b) Maha-Metro can terminate the contract or reduce the scope of work by **giving notice in three months in advance** to the contractor in the event of cessation of requirement of consultancy works.
- (c) Deficiency in services by Contractor
- (d) Unethical / Illegal/ indiscipline/ Unprofessional behavior of personnel & if contractor refuse a suitable replacement within 15 days.
- (e) If Maha-metro finds the reports, data to be misleading, fraudulent, incorrect in any of the reports, tender documents, The Contract is liable to be terminated & contractor is liable to be blacklisted and debarred from participation in any kind of tenders/bids of Maha-Metro.
- (f) Contract may be provisionally terminated if the contractor enters in to a legal dispute with Maha-Metro in any court of India. Maha-Metro shall reserve the right to avail such services by another agency as per its discretion till the verdict of court is delivered.
- (g) If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing three months" Notice for termination upon such confirmed events having

taken place.

- (h) The parties agree that "Material Breach" for the Contractor shall also mean (other than those instances set forth in this Agreement), the failure to maintain the Performance Levels" and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Contractor of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- (i) Maha-Metro shall also have, without prejudice to other rights and remedies, the right, in the event of "Material Breach" by the Contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the Contract at the „risk and cost" of the Contractor or in the manner Maha-Metro deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the Maha-Metro. The decision of the Maha-Metro about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and shall not be called into question.
- (j) In the event that the Agreement is terminated, the effective date of termination shall be decided by Maha-Metro. However, the effective date of termination shall not be more than three months from the date of notice.
- (k) In the event the Agreement is terminated after Commencement Date, then the Contractor acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by Maha-Metro, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the Contractor agrees to provide services on the same terms as it were being provided during the tenure of the Agreement.
- (l) In the event of termination of contract for whatsoever reasons, compensation/prospective loss of profits/ loss of business, shall not be paid to the contractor for the remaining period of contract except the due amount for already executed work certified by Employer.
- (m) Performance Security/Guarantee shall be forfeited by Maha-Metro if termination is done by Maha-Metro due to above reasons except SN (a) & (b).

ii. **Termination by Contractor**

Contractor shall have the right to Terminate the Contract by giving 3 Notices within a period of 90 days, to Maha-metro, in the event of following conditions:

- i. If employer fails to provide worksite within reasonable or mutually agreed time.
- ii. If employer fails to pay the Contractor, amount of bill certified by employer's engineer, within 90 days.

- iii. If employer fails to fulfill his contractual obligations stipulated anywhere in the Bid document.
- iv. Force Majeure beyond control of either party (as defined by Public Procurement Dept of Ministry of Finance).
- v. If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing three months' Notice for termination upon such confirmed events having taken place.

6.1.11. Other Statutory Obligations: -

- (a) The staff/personnel of Contractor shall not be treated as staff on the payroll of Maha-Metro. Any staff/personnel of Contractor shall not impersonate them as a Maha-Metro employee or represent themselves as an employee of Maha-Metro. Payment of all wages, salary, dues shall be the responsibility of the Contractor & none of the staff shall claim directly to Maha-Metro or any statutory authority.

6.1.12. Fraud and Corrupt Practices

- i. The bidder applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Maha Metro may reject at ender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of Maha Metro under Clause-(i) herein above, if a bidder is found by Maha Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender floated by Maha Metro.
- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- f) The Service Provider shall ensure that the Personnel deployed by him in Maha-Metro shall observe good conduct. The Personnel so engaged shall not take part in any kind of demonstration/agitation. The outsourced Personnel shall not make any statement against Maha-Metro on any Social/Political Forum.

6.1.13. LEGAL

- (a) The Contractor 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.
- (b) The Contractor shall maintain all statutory Registration under the applicable laws. The Contractor shall produce the same, on demand, to the concerned authority of **MAHA METRO RAIL CORPORATION LTD.** or any other authority under law.
- (c) 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 Contractor by Maha Metro.
- (d) In case, the tendering Contractor fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof Maha Metro is put to any loss, obligation, monetary or otherwise, Maha Metro will be entitled to get itself reimbursed out of the outstanding bills or the Performance Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- (e) Persons deployed by the contractor shall not be less than 18 years of age, which is prohibited & punishable under relevant child labor act.
- (f) The bidder shall also ensure that no case of sexual harassment/abuses take place at his premises / Office with the female employee out sourced to Maha Metro under the above bid and comply the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)
- (g) The personal to be hired shall be paid at least at the rate of minimum wages per month as per Chief Labour Commissioner (Maharashtra state)'s Minimum Wages Act plus obligatory payments towards EPF/ESI, as applicable. These all expenses are deemed to be inclusive in accepted cost of services. Contractor shall pay /deposit these

statutory payments to concerning authority. Maha Metro shall not reimburse it separately

- (h) The staff & personnel of Contractor shall not be treated as employee of Maha-Metro Rail Corporation Limited and cannot claim an employment with Maha-Metro Rail Corporation Limited irrespective of length of deployment as personnel.

6.1.14. Performance Security

- (a) The successful bidder will have to deposit a **Performance Security @ 5% (Five Percent)** of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance Security will be furnished in the form of **Bank Guarantee** issued by Scheduled Commercial Bank/Govt Insurance Company (except cooperative banks) 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 Contractor will be liable to be forfeited by Maha Metro besides annulment of the contract.

6.1.15. Extension of Contract period

The contract shall continue for a period as provided in Bid Data Sheet. However, the period of the contract may be further extended for upto one year, after completion of contract period, as per discretion of Maha Metro.

The contractor has to provide his services at the accepted contractual terms & conditions, however the financial terms & condition may be negotiated & agreed upon.

6.1.16. Dispute Resolution

6.1.16.1. Amicable Resolution

i. No Legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 16. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute Resolution Procedures set out in Article 16 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

ii. Notice of Dispute

For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days beyond the date of contractual completion and extension thereof if any.

iii. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by “The Arbitration and Conciliation Act-1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act-1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause.

iv. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

v. Conciliation procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha- Metro who would be Deputy HOD level officer and above. The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, then may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipts of notice by the Conciliator.

The parties shall not initiate, during the conciliator proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

vi. Termination of Conciliation proceedings

The conciliation proceedings shall be terminated:

- a) By the signing of the settlement agreement by the parties on the date of agreement;
or
- b) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

vii. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a

written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha Metro).

- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

viii. Number of Arbitrations: The Arbitral Tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3(Three) Arbitrators in all other cases.

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

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/ Maha Metro, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha Metro then MD/Maha Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- ii) In case of 03 Arbitrators:
- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha Metro, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
- b) Employer will decide the second Arbitrator. MD/ Maha Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/Maha Metro shall nominate both the Arbitrators from the panel.
- c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/ Maha Metro,

Nagpur.

- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his / their office/ offices or is / are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha Metro fails to act without undue delay, the MD/Maha Metro shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Employer at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor. Qualification and Experience of Arbitrators (to be appointed as per sub- clause above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be; a Working/ Retired Officer (not below E-8 grade in a PSU with which Maha -Metro has no business relationship) of any discipline of Engineering or Accounts/ Finance Department, having experience in Contract Management;

Or

A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Office who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha Metro or a PSU with which Maha Metro has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29Bof the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

If the Contractor (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/ Conciliator that the final demand is ready, he / they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the Contract Agreement in respect of these claims.

Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time scheduled for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavor to adhere to time scheduled for early finalization of Award.

The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

x. Interest on Arbitration Award

Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

xi. Cost of Conciliation/ Arbitration

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

scale of fee & other charges fixed by Maha -Metro.

6.1.17. Jurisdiction of Court

Where recourse to a Court is to be made in respect of any matter, the Courts at Nagpur shall have the exclusive jurisdiction to hear all disputes between the parties.

6.1.18. Proprietary Rights of OEM:

The contractor will be shared with operation manuals, instructions / guidelines, SOPs, Safety manuals issued by OEM or any statutory authority. These documents are proprietary items of OEMs & Maha-Metro and should not be reproduced, tampered or shared with any persons without permission of Maha-Metro.

6.1.19. Gender Neutrality:

The contractor is free to induct male or female or transgender as staff as per the requirement based on the scope of work.

6.1.20. Compensation levied on Contractor under judicial proceedings:

- a) The Contractor shall be liable to pay compensation awarded by any court or tribunal for loss or damage sustained to any passenger/staff of contractor/employee of Contractor due to any act / omission of the contractor or his personnel.
- b) Any statutory liabilities or directives notified by Govt of India or Govt of Maharashtra shall be applicable to Contractor & his staff and it is required to be complied by Contractor without any additional liabilities to Maha-Metro.

6.1.21. Malpractices:

1. The Contractor or any staff/personnel of contractor shall not take bribes/inducement/gift/commission or any kind of favor for recruiting any staff/personnel towards this work. If complaint of this nature is received, Maha Metro reserves the right to terminate the contract.
2. Contractor shall not provide the data, reports, documents, deliverables of this contract in any form to any other personnel other than designated Maha-Metro personnel.
3. The Contractor & staff/personnel shall not engage in any illegal & unlawful activities within Maha-Metro premises. If found guilty, appropriate penal action under the frame of Law shall be taken as well as contract may be terminated in the event of frequent offense committed by the Contractor or his staff/personnel.

6.1.22. The Contract Price:

- a) The contract price, subject to any adjustment thereto in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties etc. or any other taxes prevailing at the time of Bid submission.
- b) The contract price shall be adjusted to take into account any statutory change in taxes, duties, levies or introduction of any new taxes, duty or levy during execution till the completion date or upto further extended contract period.

- c) Contractor will submit the breakup of taxes in the invoices in monthly RA bills. The Contractor shall maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.

6.1.23 Intellectual Property Rights and Royalties

The Consultant shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Consultant shall perform a non-disclosure agreement with Maha-Metro for not disclosing the details, reports, data in any form in this contract to any other party unless authorized by the employer.

The Consultant shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Consultant shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Consultant, unless the Consultant has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Consultant failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Consultant under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Consultant, the Consultant shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Consultant specifically for the Works, the title thereto shall vest in the Employer and the Consultant shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Consultant uses proprietary software for the purpose of storing or utilising records the Consultant shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence

fee or other payment as the granter of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Consultant 's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Consultant) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Consultant for the purposes of storing or utilizing records over which the Consultant or a third party holds title or other rights, the Consultant shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

6.1.24 Consultant's use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The consultant may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, be copied, used or communicated to a third party by the consultant, except as necessary for the purposes of the Contract.

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

BID DOCUMENT

FOR

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4

TENDER NO. T1-025/RS-02/2026

PART- 3: Conditions of Contract
SECTION-IX: Particular Condition of Contract



Maharashtra Metro Rail Corporation Limited

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

Website: www.Mahametro.org

SECTION-IX: Particular Condition of Contract

1. Contractor, prior to deploying any staff, shall submit their CVs to Maha-Metro for approval. Staff whose CVs have been approved, shall be deployed.
2. Contractor shall promptly remove & replace the personnel who is/are incompetent /under skilled/under qualified in the opinion of Maha-Metro, and instruction received by Contractor in writing by Maha-Metro.
3. If the Contractor removes any personnel for any reason whatsoever, he shall provide an equally suitable, competent, & skilled personnel, promptly so that services remain unaffected. The CV of such replacement shall also be submitted to Maha-Metro for approval.
4. Time is the essence of the contract and therefore work is delayed on account of contract, penal conditions are defined in the scope of work.

5. Variations:

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

5.1 Contractor's Variations

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as contractor's variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such variation proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall provide his variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason the time limit specified by the Engineer is exceeded, the proposal may not be considered.

5.2 Employer's Variations

If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within **14** days or such period as the Engineer may allow of the receipt of such request of the Engineer.

- a) a description of the proposed design and/or work to be performed and a programme for its execution,
- b) the Contractor's proposal for any necessary modifications to the programme, and
- c) the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.

After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the variation, only cost for design to the extent of work done will be paid to the contractor.

6. PAYMENT TERMS

- 6.1** All the invoices/bills signed by the Authorized signatory shall be submitted on a monthly basis by the contractor to MAHA-METRO. The payment will be processed within 30 days of submission of Contractor's claim every month after due deductions of all statutory payments, taxes, penalties and other deductions if any applicable. No advances shall be paid to the Contractor. Tax deduction at source from each on-account progress bill shall be made by MAHA-METRO as per the provisions of the statutes/acts of statutory bodies/local authorities etc., except when the contractor prior to release of payment submits valid and complete documents for Income tax exemption.
- 6.2** The payment will be released on the completion of milestone as given in the section 5 Scope of work. The bills shall be paid only if it is accompanied by the adequate proof of the following:
- a. Payment of wages to all the workmen engaged in the provision of the services during the previous month.
 - b. Payment of contributions to PF, ESI etc. to the concerned authorities for the previous month as per the relevant statutes.
 - c. Certification from Engineer of Maha-Metro regarding satisfactory performance during the period of the bill.
 - d. It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by MAHA Metro officials or by any other official at any point of time.
 - e. No Price variation is admissible in this contract.

6.3 Insurance

The contractor shall obtain the following insurance for the said consultancy work at its own cost, & shall submit a copy of the same within 15 days from the issuance of LOA:

Project specific Professional Indemnity Insurance (PII) policy with a minimum coverage equal to bid total shall be provided at the date of commencement of the work. Global cover (with specific mention of coverage of this contract for various Metro projects under it) is also acceptable. Validity of PII shall be up to 1 year beyond date of completion.

Professional indemnity Insurance Policy for consultant's staff performance in India for this project will be borne by Consultant. This professional indemnity insurance will be taken by Consultant and shall be in addition to the performance guarantee/bank guarantees. However, if any concession/exemption in the taxes, duties and cess as are extended, during the operation of the agreement the same shall be passed on to MAHA-METRO.

The Consultants shall also register with EPFO, comply with the provisions thereof and shall submit Copy of registration to the Employer.

All costs of the Consultant should be considered and quoted accordingly in their proposal. The consultant should quote costs both for staff/experts and other expenses clearly.

All costs related to travel of experts, visit to Maha-Metro offices, other logistic expenses during their visits, charges for purchasing any software related to the consultancy work shall be arranged by Contractor at his own expenses. The same shall be reimbursed by Maha-Metro at actuals.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)**

BID DOCUMENTS

FOR

Name of work:

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4

TENDER NO. T1-025/RS-02/2026

**PART 3:
CONDITIONS OF CONTRACT AND CONTRACT FORMS
SECTION X: CONTRACT FORMS**



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

Website: www.metrotrainnagpur.com

Section X. Contract Forms

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Contract Form-1

Notification of Award

LETTER OF ACCEPTANCE

[letter head paper of the Employer]

[date]

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Contract Form-2**Contract Agreement**

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

WHEREAS the Employer desires that the Works known as _____ should be executed by the Consultant, and has accepted a Bid by the Consultant 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 Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance (LOA)
 - (b) Accepted Financial Bid & Bill of Quantities
 - (c) Corrigendum / Addendum/ Clarifications
 - (d) Tender document complete
 - (e) and any other reference documents forming part of the Contract.

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

3. In consideration of the payments to be made by the Employer to the Consultant as specified in this Agreement, the Consultant 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 Consultant 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 Consultant)

Note:-

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

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

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

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

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

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

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

[signature(s)]

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

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

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

Option 2: Performance Bond

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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

To
 Maharashtra Metro Rail Corporation Ltd.,
 Regd Office: "Metro Bhawan", East High Court Road (VIP Road),
 Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA.

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

w.e.f. : _____
 valid upto : _____
 claim upto : _____

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

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

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

Notwithstanding anything contained herein:

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

Dated _____.

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

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

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

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

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as

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

referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

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

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

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

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

THIS AGREEMENT is made the day of

BETWEEN:

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

WHEREAS:

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

NOW IT IS HEREBY AGREED as follows:

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

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

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

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

THE COMMON SEAL of)
[Designer])
was affixed hereto in)
the presence of:-)

Contract Form-7

Parent Company Undertaking

THIS UNDERTAKING is issued on the _____ day of _____

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

infavour of

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

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

WHEREAS

(A) By a Contract for _____ in respect of Nagpur Metro Rail Project

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

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

and

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

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

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

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

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

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

- a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Consultant] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Consultant] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and

- b. take any action which may result in the Consultant being unable to comply with its obligations or perform in any way its duties under the Contract [or take any action which may result in [the Member forming part of the Consultant] [see Note 3] being unable to comply with its obligations or perform in any way its duties under the [Consortium or other relevant] agreement] [see Note 6]

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

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:
 - a. any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Consultant's obligations [and/or the obligations of [_____] [see Note 7]
 - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the employment of the Consultant and/or [_____] [see Note 7] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Consultant [and/or [_____]] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Consultant [and/or [_____]] [see Note 7] under the Contract or any release or waiver thereof.
3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Consultant [and/or [_____]] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Consultant [and/or [_____]] [see Note 7] to make any such amendment, variation or supplemental agreement.
4. All documents arising out of or in connection with this Undertaking shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Parent Company, at _____
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

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

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Consultant is a Consortium, that fact and the Consortium or other relevant agreement must be recited. In such case, insert the name of the Members of the Consortium in respect of which the parent company undertaking is being given. In such a case, the parent company of each of the Members is required to give the undertaking.
3. If Note 2 applies, refer to the Member relating to that Parent Company (which is giving this undertaking) and not the Consultant.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the Member.
8. The notarized copy of the board resolution of the Parent Company must also accompany this Undertaking. In case the Parent Company is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-8

Parent Company Guarantee

THIS GUARANTEE is made the _____ day of _____

BY _____ whose registered office is at _____ [and _____ whose registered office is at _____] ("the Guarantor").

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

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: _____ ("the Contract") made between

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

and

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

(B) Pursuant to the terms of the Contract, the Consultant has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1]

(C) At the request of the Consultant, the Guarantor has agreed to guarantee performance of the Contract by the [Consultant] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Consultant, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Consultant] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Consultant] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:
 - a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Consultant's obligations [and/or the obligations of _____] [see Note 3] under the Contract;

- b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the engagement of the Consultant [and / or _____] [see Note 3] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Consultant [and / or _____] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Consultant [and / or _____] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Consultant [and/or _____] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Consultant [and/or _____] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Consultant] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Consultant shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Consultant.
5. Until expiry of the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Consultant [and/or _____] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Consultant [and/or _____] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Consultant [and/or _____] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Consultant [and/or _____] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Consultant [and/or _____] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Consultant] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Guarantor, at _____ India [see Note 5]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.

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

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

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Consultant is a Consortium, that fact and the Consortium or other relevant agreement and the relationship of the Guarantor to the concerned Members forming part of the Consultant must be recited.
2. If Note 1 applies, replace the word "Consultant" with name of the concerned Member of the Consortium being guaranteed.
3. If Note 1 applies, add additional wording and insert the name the concerned Member of the Consortium being guaranteed.
4. The notarized copy of the board resolution of the Guarantor must also accompany this Guarantee. In case the Guarantor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.
5. The address for service shall be in India.

Contract Form-9

Consultant's Warranty

THIS WARRANTY is made the _____ day of _____

BY _____ of _____ [and [see Note 1]] ([jointly] "the Consultant")

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

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: ("the Contract") made between

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

and

(2) _____ (the "Consultant"), the Consultant has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) [See Note 3].

(C) At the request of the Employer and pursuant to the terms of the Contract the Consultant has agreed to provide this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Consultant hereby warrants and undertakes that:

- a. the Consultant will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
- b. the Consultant owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
- c. the Consultant will rectify or replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 24 months from the date of taking over of section of the Works; and
- d. the Consultant agrees that should any modification be required to any part of the construction work as a consequence of failure analysis, the aforesaid period of 24 months shall re-commence from the date when the modified part is commissioned into service if the date of modification is later than the date of taking over of last trainset, and such modification shall be carried out free of cost to the Employer in all sections;

and

- e. the Consultant shall maintain the manufacture & supply of spares (including those of its Sub-Consultants / vendors) for the equipment supplied in the Contract-work for at least 5 years from the date of Completion of the Contract; and
 - f. the Consultant has exercised and will continue to exercise in the design of the Works all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works; and
 - g. the Works will, when completed, comply in all respects with the Employer's Requirements, the Consultant's Technical Proposals, the final Design Document and the intended use of the Works; and
 - h. the Works has been or will be designed and manufactured to the highest standards available using internationally proven up-to-date good practice; and
 - i. the Works will, when completed, comply with enactments and regulations relevant to the Works; and
 - j. no Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Consultant.
2. The liability of [the companies comprising [see Note 3]] the Consultant under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
 3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in [the Consultant] [see Note 5], the [Consultant] [see Note 5] grants to the Employer its successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Nagpur Metro Rail Project including without limitation the design, manufacture, installation, completion, testing and commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the [Consultant] [see Note 5], the [Consultant] [see Note 5], shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the [Consultant] [see Note 5], shall for any reason cease to be employed in connection with the Works.
 4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Consultant, whether in tort or otherwise.
 5. Nothing contained in this Warranty shall vary or affect the Consultant's rights and obligations under the Contract.
 6. The address for service of all documents arising out of or in connection with this Warranty

shall be:

a. Upon the Employer at:

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

b. Upon the Consultant at _____ India. [Note 4]

- 7. The Employer and the Consultant may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
- 8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
- 9.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Consultant arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions relating to 'Conciliation and Arbitration' as set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Consultant.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Consultant require and the Consultant shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
 - (4) Subject to the foregoing provisions of this clause 9, the Employer and the Consultant agree to submit to the exclusive jurisdiction of the Courts of India at Nagpur.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the head hereof.

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(for preparation of and not inclusion in the engrossment of this Warranty)

- 1. If the Consultant is a Consortium,, each Member of such Consortium shall be a party and

liability under this warranty will be joint and several, with consequential grammatical changes.

2. If Note 1 applies, that fact and the Consortium or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.
5. If Note 1 applies, then insert the name of each Member.

Contract Form-10

Sub-Consultant’s / Vendor’s Warranty

(As applicable)

THIS WARRANTY is made the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Sub-Consultant") and

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

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: ("the Contract") made between

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

and

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

(B) The Sub-Consultant / vendor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Consultant's prices and rates).

(C) Pursuant to the Contract, the Consultant wishes to enter into an agreement ("the Sub-contract") with the Sub-Consultant / Vendor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").

(D) The Contract stipulates that the Consultant shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Consultant shall procure that the Sub-Consultant executes a warranty in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Engineer consenting to the Consultant and the Sub-Consultant / Vendor entering into the Sub-contract, the Sub-Consultant warrants and undertakes to the Employer that:

- a. he will execute and complete the sub-contracted Works / supply, and will carry out each and all of the obligations, duties and undertakings of the Sub-Consultant / Vendor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and

- b. he will supply to the Consultant and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Sub-Consultant / Vendor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-Consultant / Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Consultant to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of the execution of the Sub-Contract or any breach by the Sub-Consultant / Vendor of his obligations under the Sub-contract.
3. No allowance/extension of time by the Employer hereunder or by the Consultant under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Consultant, nor anything that the Employer or the Consultant may do or omit or neglect to do, shall in any way release the Sub-Consultant / Vendor from any liability under this Warranty.
4. The Sub-Consultant / Vendor agrees that he will not without first giving the Employer not less than 21 day's prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Consultant or withhold performance of its obligations under the Sub-contract.
5.
 - (1) In the event that the Contract or the employment of the Consultant under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-Consultant / Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Consultant in which the Sub-Consultant will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Consultant. The said novation agreement will be in such form as the Employer may reasonably require.
 - (2) In the event that the Employer does not require the Sub-Consultant / Vendor to enter into a novation agreement as required by Sub-clause 5 (1), the Sub-Consultant shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-Consultant / Vendor, the Sub-Consultant / Vendor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Nagpur Metro Rail Project, without limitation the design of enabling facilities, construction, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-Consultant / Vendor, the Sub-Consultant shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-Consultant / Vendor shall for any reason cease to be employed in connection with

the Sub-contract Works.

- 7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
- 8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-Consultant / Vendor whether in tort or otherwise.
- 9. Nothing contained in this Warranty shall vary or affect the Sub-Consultant's / Vendor's rights and obligations under the Sub-contract.
- 10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-Consultant / Vendor being required.
- 11. All documents arising out of or in connection with this Warranty shall be served:
 - a. Upon the Employer at:
 -
 -
 - b. Upon the Sub-Consultant / Vendor at _____ India.
- 12. The Employer and the Sub-Consultant / Vendor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
- 13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
- 14.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-Consultant / Vendor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the arbitration provisions as described in the Contract.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 14 (1), the Employer may by notice in writing to the Sub-Consultant / Vendor require and the Sub-Consultant / Vendor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Engineer or the Consultant relating to the dispute or difference.
 - (4) Subject to the foregoing provisions of this clause 14, the Sub-Consultant agrees to submit to the exclusive jurisdiction of the Courts at Nagpur, Maharashtra.

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

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Note: The notarized copy of the board resolution of the Sub-Consultant/vendor must also accompany this Warranty. In case the Sub-Consultant/vendor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-11**Indemnity Bond**

THIS INDENTURE made onbetween(hereinafter called the Consultant) which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns of the one part and the Maharashtra Metro Rail Corporation Ltd. (hereinafter called Maha-Metro) of the other part.

WHEREAS by the agreement (LOA No dated.....) (hereinafter called the said agreement) the Consultant has agreed to “-----” and whereas the Consultant has applied to the MAHA-METRO that they may be allowed advance on the security of materials absolutely belonging to them and brought by them to the site of the works covered under the project of the said agreement for use in the construction of such of the work as they have under taken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the MAHA-METRO has agreed to make stage payment to the Consultant the total sum of Rs.----- (Rupees -----only) for stage payment Bill. The quantities and other particulars of which are detailed in this bill for the said works signed by the Consultant on “-----” and MAHA-METRO has reserved to itself option of making any further advances till date on the security of other materials brought by the Consultant to site of the said work.

NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and its consideration of the sum of Rs. ----- (Rupees -----only) on or before the execution of these present amount paid to the Consultant by the MAHA-METRO (the receipt where of the Consultant) both hereby acknowledge and of such further Stage payment, if any, as may be made to him so aforesaid to the Consultant do the covenant and agreed with the MAHA-METRO and declare as follows:

1. That the said sum of Rs. ----- (Rupees ----- only) so Stage Payment by the MAHA-METRO to the Consultants as aforesaid and all or any further sum or sum's advanced as aforesaid shall be employed by the Consultant in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Stage Payment detailed in the said running account bill which have been offered to and accepted by the MAHA-METRO as security are absolutely the Consultant's own property and free from encumbrances of any kind and the Consultant's shall not make any application for or receive any further payments on the security of work executed which are not absolutely his own property and free from encumbrances of any kind the Consultant indemnifies the MAHA-METRO against all claims on any materials in respect of which any Stage Payment has been made to him as aforesaid.
3. That the Stage Payment detailed in the said running account bill and all other stage payments on the security of which further payments or Stage Payment any hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Consultant solely in the execution of the said works in accordance with the directions of the Engineer / MAHA-METRO and in the terms of the said agreement.
4. That the Consultant shall be fully liable for the materials/components and shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks including, acts of the God of the said

materials/components and provide on approved insurance in favour of MAHA-METRO that until used in construction as aforesaid the said materials shall remain at the site of said works in the Consultant's custody and on his own responsibility and shall at the time be open to inspection by the Engineer/MAHA-METRO. This insurance will be valid for a period until this material is approved and fixed in the building or advance has been fully recovered from Consultant.

5. That the said materials/components shall not on any account be removed/shifted from the site of the works except with the written permission of the Engineer/MAHA-METRO.
6. That issue of any Stage Payment excess of what is finally required to be used at site would be the Consultant's property without any liability on MAHA-METRO., who would recover the cost of this from the Consultant.
7. That the Consultant hereby charges all the said materials components with the repayment to the MAHA-METRO of the said sum of Rs. ----- (Rupees ---- -----only) and any further sum or sums advanced as aforesaid and all cost charges. Damages and expenses payable under these presents provided always and it is hereby agreed and declared that not with power contained therein, if any, whenever the convenient for payment, and repayment herein before contained shall become enforceable and the money owned shall not be paid in accordance therewith, the MAHA-METRO., may at any time thereafter adopt all or any of the following courses as he may deem best.
 - a. That if the Consultant shall at any time not be able to complete any part of the Component / equipment as per provision in contract Agreement it shall be considered as the work being left incomplete by the Consultant and action as per the conditions of the contract shall be taken.
 - b. Deduct all or any of the money owing out of the performance security or any sum due to the Consultant under the said agreement.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail.

This widening shall be co-extensive to the agreement dated between Maharashtra Metro Rail Corporation Limited, _____. (Client) and(Consultant).

IN WITNESS where of the said Consultant and by the order under the direction of MAHA-METRO has here set their respective hands the day and years first above written.

Signed, Sealed & Delivered by the said Consultant:

IN THE PRESENCE OF: WITNESS:

1. NAME: Signature:
SIGNED BY (ADDRESS)

BY THE ORDER AND DIRECTION OF THE MAHA-METRO IN THE PRESENCE OF:
SIGNATURE: WITNESS
(NAME AND ADDRESS)

Contract Form-12**Guarantee for Safe Custody**

(To be stamped in accordance with Stamp Act, of the country of issuing bank)

To:

MAHARASHTRA METRO RAIL CORPORATION LIMITED,

WHEREAS – the Consortium/ Joint venture consisting of:

(Name of Lead Member of the Group and address)

(Name of Member of the Group and address)

(Name of Member of the Group and address) [SEP]

(hereinafter called “the Consultant”), with M/s----- as the lead member has undertaken, in pursuance of Contract No. [] datedfor [Note 4] (hereinafter called “the Contract”), [SEP] AND WHEREAS according to the said Contract the Employer is obliged to pay to the Consultant the sum of [] ([]) (“the Payment on delivery”) as set out in the priced Bill of Quantities.

(A) Pursuant to the said activities, [Note 4] are to be manufactured offshore or in India for subsequent delivery to the Consultant’s premises in Nagpur, India and held in safe custody by the Consultant.

(B) Pursuant to the terms of the Contract, the Consultant, as a condition precedent to his entitlement to receive any payment for items including an element of [Note 4] Contract [] to the Consultant’s premises in Nagpur, is obliged to provide a Guarantee in the terms hereof for 95 percent of the Payment. [SEP]

AND WHEREAS we (Insert name and address of scheduled commercial bank based in India) have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of ----- (amount of Guarantee)----- (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.
3. The Bank shall pay to the Employer the amount thus demanded without requiring further evidence or proof of:

- a. the default of the Consultant; or
 - b. the Employer’s entitlement to terminate the Contract or the employment of the Consultant under the Contract; or
 - c. any termination of the Contract or the employment of the Consultant under the contract; or
 - d. of the amount due and payable under this bank Guarantee.
4. The liability of the Bank under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Bank hereby waives notice of:
- a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance or adjustment to the Tender Total or other payment under the Contract) or any concession or waiver by the Employer in respect of the Consultant’s obligations under the Contract;
 - b. the termination of the Contract or of the employment of the Consultant under the Contract solely as a result of default by the Consultant under the Contract;
 - c. any forbearance or waiver of any right of action or remedy the Employer may have against the Consultant or negligence by the Employer in enforcing any such right of action or remedy;
 - d. any other security or guarantee held or obtained by the Employer for any of the obligations of the Consultant under the Contract or any release or waiver thereof;
 - e. any act or omission of the Consultant pursuant to any other arrangement with the Surety.
5. The liability of the Bank under this Guarantee shall cease on whichever of the following events first occurs:
- a. payment by the Bank of the Guaranteed Sum in full to the Employer; or
 - b. receipt of written notification from the Employer that the [Note 4] have been installed and tested to the satisfaction of the Employer.
6. Until the MAHA-METRO has issued an instruction to the Bank to the effect that this Guarantee can be released, the Bank undertakes to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the MAHA-METRO.

SIGNATURE AND SEAL OF THE GUARANTOR

 NAME OF THE BANK-----
 ADDRESS-----
 DATE-----

Notes:

- 1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
- 2. The Bank Guarantee shall be from a scheduled commercial bank based in India, acceptable to the Employer.
- 3. The amount payable under this Guarantee shall be 95 percent of the aggregate of the installments of the Payment made to the Consultant prior to the date of the written demand referred to above less the aggregate of any sums in respect of items installed,

tested and certified by the Employer's Representative (as defined in the Contract) in accordance with the terms of the Contract.

4. Enter name of the Contract.

Undertaking
(Pertaining to engagement of Sub Contract)

Contract no./Tender No.

Name of work

In connection with above work, M/s , Consultant has/is engaging M/s , as sub-Consultant (material / equipment supplier or service provider). For this, the terms and conditions of agreement between Consultant & Sub-Consultant, include necessary provisions for resolution of dispute if any arising between Consultant and subConsultant.

It is confirmed by the subConsultant that any payment/claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before Employer and also shall not make any claim against Employer before any forum/court.

SIGNATURE AND SEAL OF THE CONSULTANT

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

**BID DOCUMENT
FOR**

Name of work: -

Engagement of Consultant for Design review & Interface validation for Rolling Stock and various systems in regard to UTO operations in Thane Metro & Pune Metro Line-4

**TENDER NO.
T1-025/RS-02/2026**

PART- IV: Financial Package



Maharashtra Metro Rail Corporation Limited

Metro Bhawan, Near Dikshabhoomi,

Ramdaspath, Nagpur-440010, Maharashtra, INDIA

Website: www.mahametro.org

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Financial Package

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1. Introduction

- 1.1 The financial proposal is to be prepared in accordance with the Tender Documents, Scope of work together with the schedules, expert assignments, etc.

2. Quoted Rate

- 2.1 The quoted rates for the said work shall include Consultant expert basic salary, social charges and firm's overheads and fees & other expenditures as describe in para 1.1 above and in line with those for similar consulting services for deployment of the expert.
- 2.2 The rates quoted by the firms shall be for complete scope of the work and shall be inclusive of whole of the duration of the deployment of consultants/experts. The terms Contractor/Consultant shall be referred as similar in nature.

Employer at his sole discretion may exercise the option to increase/decrease the period of consultancy (to any extent). For increased period, payment to the consultant shall be on the basis of actual consultancy period completed and no escalation or any other additional sums shall be payable. Similarly, for any decrease in period of consultancy, the contract amount shall be restricted to the actual period of consultancy provided. Any decrease in months, if considered by the Employer, shall be intimated by the Employer at least 30 calendar days in advance of the revised period of consultancy. Similarly, the increase in period, if any, may be intimated 30 calendar days in advance of the completion period of the work.

- 2.3 Bidder shall quote Lump Sum Price for entire scope of work including the work for Preparation of Tender Documents, Review & Interface Validation Between Various Systems During Tendering Phase with regard to Implementation of UTO Operations in TIRMRP & Pune Metro Line-4

3. Work Permits

- 3.1 It is assumed that the Employer shall recommend and assist the Consultant by providing suitable documents as permissible and also take assistance of various manufacturer to obtain required approvals from appropriate authorities for work permits, and exemptions of custom duties in favour of Consultant's expert and their eligible dependents shifting to India. However, responsibility to avail such work permit shall lie with the consultant only.

4. Mode of Billing and Payment

All mode of billing and payment shall be as per Section VII of Part-2 Work Requirement and Section IX of Part-3 of PCC respectively.

5. Local Facilities and Equipment

The quoted rates shall include all local facilities and equipment's including local transport from residence to site as specified in the "Scope of Work".

6. Others

For any short-term assignments requested by Maha Metro in variance to the present manning schedule and beyond the contractual obligation, Maha Metro shall reimburse the expenditure for which prior approval of Maha Metro is essential. The reimbursement of the expenditure made shall be as per actual subject to submission of documentary evidence on prior approval of Maha Metro.

Financial Bid

SI. No.	Item Description	Quantity	Units	Quoted Currency in INR	BASIC RATE In Figures To be entered by the Bidder excluding GST	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
1	Stage -1 Tendering & Award of Thane & Pune Metro Line-4: Preparation of Concept, Preliminary analysis & estimate for GoA4 systems of Rolling Stock, Signal, Telecom & PSD. From Preparation of tenders, pre-bid support, evaluation & award of works Visit of Expats & Indian Experts to Maha-Metro premises for design reviews, resolution of interface issues, technical clarifications, meetings						
1.01	Foreign Expert	10.000	Man-days	INR		0.000	INR Zero Only
1.02	Local Expert	95.000	Man-days	INR		0.000	INR Zero Only

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR	BASIC RATE In Figures To be entered by the Bidder excluding GST	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
2	<p>Stage -2 Consultancy during Execution, Testing & Commissioning:Thane Metro</p> <p>Consultancy services, Back Office Support for UTO interface validation between various systems & Rolling Stock during design as well as commissioning phases with regard to implementation of UTO operations in Thane Metro & Pune Metro Line-4</p>						
2.1	Lump-sum Cost	1.000	LS	INR		0.000	INR Zero Only
2.2	Chief Rolling Stock Expert	36.000	ManMonths	INR		0.000	INR Zero Only
2.3	Sr. Rolling Stock Expert	36.000	ManMonths	INR		0.000	INR Zero Only
2.4	Rolling Stock Engineer	36.000	ManMonths	INR		0.000	INR Zero Only
2.5	Chief Rolling Stock Expert	36.000	ManMonths	INR		0.000	INR Zero Only
2.6	Sr. Rolling Stock Expert	36.000	ManMonths	INR		0.000	INR Zero Only
2.7	Rolling Stock Engineer	36.000	ManMonths	INR		0.000	INR Zero Only

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR	BASIC RATE In Figures To be entered by the Bidder excluding GST	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
3	Stage -3 Factory Inspection Consultant Services for Thane & Pune Metro Line-4						
3.1	Team leader	25.000	ManMonths	INR		0.000	INR Zero Only
3.2	FIC Engineer	25.000	ManMonths	INR		0.000	INR Zero Only
3.3	Independent Certification of Rolling Stock & sub-systems, manufacturing & commissioning facilities	1.000	LS	INR		0.000	INR Zero Only
Total						0.000	INR Zero Only

Notes:

- Preparation of Concept, Preliminary analysis & estimate for GoA4 systems of Rolling Stock, Signal, Telecom & PSD. From Preparation of tenders, pre-bid support, evaluation & award of works
Visit of Expats & Indian Experts to Maha-Metro premises for design reviews, resolution of interface issues, technical clarifications, meetings
Visit in Overseas for Maha-Metro officials for UTO experience & technical design shall be minimum of 75 mandays and shall be reimbursed as per actuals (after submission of Invoice)

- Quoted price shall be deemed to include all Taxes (except GST), Duties, Octroi, Royalty, transport, contractor's profit and

Consultant

Maha Metro

establishment/ overheads, etc. together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.

3. The quantity of work may vary as per site requirement during contract period. In case of variation, employer decision shall be final.
4. The Contractor shall submit invoice after completion of respective milestones as detailed in Section VII of Part-2 Work Requirements.
5. The above price includes manpower costs, consumables cost, admin/project management costs, key personnel costs and any other costs involved in this work.
6. No PVC is applicable nor price escalation shall be paid to consultant during payment