MAHARASHTRA METRO RAIL CORPORATION LIMITED

Date:31-Dec-2018

CORRIGENDUM - I

Tender No.:

P1-T04/2018

Name of Work: - Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West

Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project.

The revised submission and opening time shall be as follows:

Activity	As per NIT	Revised Dates
Last date of Submission of Bids	At 16.00 Hrs. On 02-Jan-2018	At 16.00 Hrs. On 16-Jan-2019
Date of Opening of Bids	At 02-Jan-2018 at 16.30 Hours	At 16-Jan-2018 at 16.30 Hours

General Manager (Procurement)

Maha-Metro, PMRP

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

FORM NO. 11
PRICE SCHEDULE FORMS (BILLS OF QUANTITIES)

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported

	Currencies in accordance with ITB Sub-Clause 15	ce with ITB Sub-Cla	ause 15						Date:	
									Tender No.	
									Page No.	
1	2	3	4	40	9	7	ex	G	10	
							,	Per unit rate for	OI	
Line Item No	Description of Goods	Country of Origin	Delivery Date as DDP Pune as specified in schedule of requirement	Unit	Quantity	CIF Pune per unit Rate in accordance with ITB 14.8 (b)(i) per line item in INR/ USD/ EURO	Per unit Custom Duty [including IGST]on Imported components in INR/ USD/ EURO	clearance, port charges, inland transportation, unloading, stacking etc. on Imported components [including GST and all other applicable taxes] in INR/ USD/	Total DDP Price per Line item [Col. 6x(7+8+9)] in INR/ USD/ EURO [including GST and all other applicable taxes]	Remarks
1.0	Supply of Track Fastening System for Pune Metro rail as per Technical Specifications	[insert country of origin of the Goods]	[insert quoted Delivery Date]			[insert total CIF rate currency-wise per line item]	[insert total CIF [insert rate currency- [insert rate currency-per line item] wise per line item]	[insert trate currency-wise per line item]	[insert total price currency wise of the line item]	DDP Pune Price include the Price of inland transportation and other services required, all kinds of dutics, taxes, cess & other levies payable as per GST etc and inclusive Custom
1.1	2 Hole Fastening System			Per rail seat	174000					Duty as applicable in the purchaser's country, custom duty at concessional rate direct or indirect leviable under Central, State or Local
1.2	4 Hole Fastening System			Per rail seat	77000					Bodies Acts or Rules, duties, levies, octroi, tolls, royalties, seigniorages, and similar imposts to convey the goods to their final destination, as specified in BDS ITB 14 8
						Total Price				

Name of Bidder [insert complete name of Bidder]

Signature of Bidder [signature of person signing the Bid]

Date (Insert Date)

1. Bidders shall enclose a separate sheet containing currency-wise price breakup of each component of the system which contains CIF value and applicable taxes; Inland transportation, Custom duty and Custom clearance charges; loading, unloading & stacking, etc. Note:

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

FRICE SCHEDULE FORMS (BILLS OF QUANTITIES)

Price Schedule: Goods Manufactured in the Purchaser's Country

r ur ciliase	rui tiiasers Country			Currencies	in accordance with	Currencies in accordance with ITB Sub-Clause 15	10	Date: ICB No.		
	e	,						9		
-	2	8	4	5	9	7	œ	6	10	
Line Item No	Description of Goods	Delivery Date as specified in schedule of requirement	Unit	Quantity	Unit price EXW		Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods per line item (Col. 5*6) destination	Cost of local labor, raw materials and components with origin in the Purchaser's Country (% of Col. 6) (considered in Col.6)	GST and other taxes considered in Col.6 (in accordance with ITB 14.8)	Remarks Total Price per line item (Col. 7+8)
1.0	Supply of Track Fastening System for Pune Metro as per Technical Specifications	[insert quoted Delivery Date]			[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material & components from within [insert GST and other the purchase's country taxes] as a % of the EXW price per line item]	[insert GST and other taxes]	[insert total price per item]
Ξ	2 Hole Fastening System		Per Rail seat	174000						
1,2	4 Hole Fastening System		Per Rail seat	77000						

Total Price

Name of Bidder [insert complete name of Bidder]

Note

Signature of Bidder [signature of person signing the Bid]
Date (Insert Date)

1. Bidders shall enclose a separate sheet indicating the HSN code and applicable GST rate for each component of the fastening system.

Name of work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No.: P1-T04/2018, Dated 07.12.2018;

5	Section & Clause no Existing Bid Document Section VII. Schedule							Revised Bid Document As per latest "Procedure for Safety Certification and Technical Clearance of Metro Systems" issued by Ministry of Railways, Government of India.							
5								As per la	test "Procedure for S	afety Certification and	echnical Clearance of Metro Systems"	issued by Ministry of Railways Governmen			
	of Requirements		able-1 Test Plan for F	astening system	(bonded & Non-bonded) for Ballast I	less Track		Table-1				issued by ministry of manyar, dovernmen			
		S.	Technical	Test Method	Acceptance criteria	Remarks				n (bonded & non bonded					
12	i. Inspections and	No.	Parameter					(As per p	rovisions of latest EN	I 13481-1:2012 & EN 134	81-5:2012)				
- 1	ests	1.	Longitudinal rail	EN-13146-1	7kN(min)	This has to be tested		-							
			restraint			before repeated load test.		S.N.	Technical	Test	Acceptance	Remarks			
		2	Vertical static	EN-13146-4	35 kN/ mm (max)	No elidios viald as assalitas is			Parameters	Method	criteria	Hemailes			
		2.	stiffness of	EN-13146-4	33 KN/ IIIII (IIIAX)	No sliding, yield or cracking is		T	Longitudinal	EII-13146-1-2012	7kH (min)	This has to be tested before			
- 1			complete			allowed for the Fastener parts.		H^	rail restraint	211 (3140) 2012	PRIC (Mail)				
			fastening system			Static stiffness shall be calculated in the secant		2	Vertical static	EH-13146-4-2012	35 July (repeated load test			
1			rasterning system			range 5-80kN.		4	stiffness of	EII-13340-4-2012	35 kH/mm (max)	Ho sliding, yield or cracking is			
			Dynamic/static	EN-13481-5,	1.1(===)			Н	complete			allowed for the fastener parts.			
2, 5	ection VII. Schedule	3.	stiffness ratio	Annex B	1.4(max)	Ratio iscalculated by dividing		H	fastening						
c	f Requirements		Stilliess (4tio	Annex 6		the dynamic stiffness to		Ш	assembly						
Т						static vertical stiffness.				F11 (2) (8) F 4910					
	. Inspections and	4.	Clamping force	EN-13146-7	18kN(min) per	This has to be tested before		3	Dynamic/static	EN 13481-5-2012	1.4 (max)	Ratio is calculated by dividing the			
Ш	ests				rail seat	repeated load test.		11	stiffness ratio			dynamic stiffness to static vertical			
П		5.	Electrical	EN-13146-5	5kΩ (min)	Highervalue may be specified						stiffness.			
4		•	resistance		(**************************************	if required by Metros for track		4	Clamping force	EII-13146-7-2012	18kH (min)	This has to be tested before			
П						circuit.					Perrail seat	repeated load test			
ш		6.	Effect of severe	FN-13146-6	The factoring system shall be	Circuit.		5	Electrical	Ett-13146-5-2012	5kΩ (min)	Higher value may be specified if			
1		0.	environmental	EN-13146-6 The fastening system shall be capable of being dismantled,				resistance	E11-13140-3-2012	, ,	required by Metros for track circuit				
			conditions		without failure of any component,			6	Effect of severe	EH-13146-6-2012	The fastening assembly shall be				
3 6	ection VII. Schedule		CONGICIONS		using manual tools provided for				environmental	2. 10110 0 2012	capable of being dismantled,				
	Requirements				this purpose after exposure to the				conditions		vzithout failure of any				
1	Nequirements				salt spray test				Conditions		component & reassembled using	1			
5	. Inspections and										manual tools provided for this	1			
	ests	7.	Effect of repeated	EN-13146-4	No wear or deformation	Test load &fastening position					manual cools provided for this				
1"	CASE:		loading			will be taken as per EN-13481-					purpose after exposure to the	1			
П						6.		7	Till and	EU 13111 1 3015	salt spray test.				
1		7A	On Vertical	EN-13146-4	Variation less than 25% of the	No sign of bond failure/		1	Effect of	E14-13146-4- 2012	No Wear or deformation				
L			stiffness		initial value	fracture/ slippage.		_	repeated loading			Ho sign of bond failure/			
Г		7B	On Longitudinal	EN-13146-1	Variation less than 20% of the	Except the rail & fastener, no		7À	On Vertical static	EH-13146-4- 2012	Variation ≤ 25% of	Ho sign of bond failure/			
1			rail restraint		initial value	sliding yield or cracking is			stiffness		the initial value	fracture/slippage			
						allowed for fastener parts.		7B	On Longitudinal	EH-13146-1-2012	Variation ≤ 20% of the Initial	Except the rail and fastener, no			
1						Longitudinal load/deformation		1	rail restraint		value	sliding, yield or cracking is allowed			
						curve shall fallin the envelope		1			i	for fastener parts.			
L						of upper and lower limit									
L						which is to be submitted along						Longitudinal load/ deformation			
1						with test report.						curve shall fall in the envelope of			
1						mar test report.						upper and lower limit which is to			
ı		7¢	On Clamping force	EN-13146-7	Variation less than 20% of the							be submitted along with the			
1					initial value							report.			
L	I							-	On Clamping	F11 424 (4 7 2042	Water Street Committee				
1								70	OH CIGHTIDITIE	E14-13146-7-2012	Variation < 70% of the initial				
								70	force	EH-13146-7-2012	Variation ≤ 20% of the initial value				
								76		E11-13146-7-2012	value 20% of the initial				
	or Henry								force		value				
		Testing of a	II the components will be c	arried out as per app	roved ITP. Cost of all the tests will be borne by t	the supplier.			force			ill be borne by the supplier.			
	ection VII. Schedule I Requirements								force		value	ill be borne by the supplier.			
of	Requirements	Test can be	witnessed by Maharashtra	Metro Rail Corpora	tion Limited, If performed for any other Metro.				force		value	Ill be borne by the supplier.			
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Corrigendum II dt. 07-01-2019.

Name of work : Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

.No. Section & Clause no	Existing Bid Document	Revised Bld Document
		3) Rejection:- If, as a result of inspection, examination or testing, the Purchaser/its representative/ its authorized inspecting authority decides that any material, or workmanship is defective or otherwise not in accordance with the Contract, the Purchaser/its representative/its authorized inspecting authority may reject such material, or workmanship and shall notify the Supplier promptly, stating his reasons. The Supplier shall then promptly make go the defect and ensure that the rejected item after rectification complies with the Contract or alternatively replace that item to the satisfaction of the Purchaser/its representative/its authorized inspecting authority. If the Purchaser/its representative/its authorized inspecting authority requires such Plant, Material, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Purchaser to incur additional costs, such costs shall be recoverable from the Supplier by the Purchaser and may be deducted by the Purchaser from any monies due, or to become due, to the Supplier. 4) Liability after inspection and Testing: The Supplier shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Purchaser/its representative/it authorized inspecting authority. 5) Ownership of Materials: Each item of material shall become the property of the Purchaser, when it has been accepted by the purchaser or payment thereof, either in part or full, has been made. The Supplier shall, however, continue to bear the risk in respect of such items that continue to remain in his custody. 6) Cost of Purchaser/its representative/its authorized inspecting authority's attendance including Travel: The Purchaser shall bear the cost of attendance including travel by the Purchaser/its representative/its authorized inspecting authority at Pune at temporary storage areas after

Name of work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No.: P1-T04/2018, Dated 07.12,2018;

lo.	Section & Clause no					Exi	sting Bid Doc	ument									Revi	sed Bid Doc	ument			
577	6, Bidder's Technical Proposals	The Bidder' Railways vio Proposals sl The followi	de their letter No.20 nall establish the into	s shall comply 09/Proj/MAS/ ended safety s e minimum do	or, subject 9/2 dated 2 tandards fol cumentatior	1.05.2010. The Bid lowed and installa I that shall be sup	der's Technic tion and testi plied by the B	al Proposals ng practices	shall demon	strate such o	rmance criteria issued by Ministry compliance. The Bidder's Technic of the tender. The Bidder shall in	of The Bio Perform Safety clude compli- The fol	dder's Te mance cri Certifica ance. The lowing pa	ntena or faste ation and Tech se Bidder's Tec paragraphs list	sals shall co ning system nical Clears chnical Prop the minimu	omply or, for balla ance of Ma osals shall im docum	subject to reason stless track on M etro Systems (De Lestablish the in	etro Railway cember 2015 Itended safe	s/MRTS sy: i). The Bid ty standar	stem issued der's Techr ds followed	by M.O.R, (sical Proposa and installa	with Annexure-C2; Part-A: Govt. of India vide Procedu Is shall demonstrate such tion and testing practices. Cal evaluation of the tende
	6. Bidder's Technical Proposals	The Bidder 21.05.2010 in his opinio	and confirm complia on, is advantageous f	nce to various or the employ	tender spec er and merit	cifications. Where as consideration, th	the Bidder is i nen the deviat	not able to c tions shall be	omply fully v	with certain ed separately	er No.2009/Proj/MAS/9/2 dated clauses and proposes a deviation, rin the Statement of Deviations i ompliance, for all the items.	which, on Metro (Decempropose separat	ider shall ro Railwa iber 2015 es a devia ely in the	ays/MK15 syste 5) and confirm ation, which, 1	em issued by compliance in his opinion of Deviation	y M.O.R, (e to varion on, is adva s in Section	Sovt. of India vid us tender specific Intageous for the on IV Bidding Fort	e Procedure cations. Whe	for Safety re the Bid	Certification der is not a	on and Tech ble to comp	ning system for ballastless nical Clearance of Metro 5: ly fully with certain clause deviations shall be clearly nt of deviations, the contro
	Section VII. Schedule	Name o	f the Work: Sup	nly of Fas	tenings S	vstem for Nor	th-South (orridor-1	and Fast	-Wast		Name	of the	Work: Supp	ly of Eart	i (***************************************
0	of Requirements	No.	Co	ridor-2 in	cluding C	onnectivity to	Depot of	Pune Met	ro Projec	ct.		Maine		Corr	idor-2 inc	luding (ystem for Nor connectivity to	th-South C Depot of	orridor- Pune Me	1 and Easi tro Proje	-West	
	1. List of Goods and Delivery Schedule	Line Item	Description of Goods	Quantit	Physical unit	(Project		very at Di		Date ue of LOA	Bidder's offered	Line		cription of Goods	Quantit	Physica unit	Final (Project	Deli	ery at D	DP Pune,	Date	Bidder's
1	betively selledate	No				Site)	Installati		hin	de or LOA	Delivery date	No		35543	,	Direc	Site)	Installati		late of iss thin	ue of LOA	Offered Delivery date
						Destination n as specified in BDS	month:	7 months	months	12 months	[to be provided by the bidder]						Destination as specified in	4 months	- 7	10	12 months	[to be provided by the bidder]
		1.1	Supply of Track Fastening System for Ballast less track for Pune Metro System a per Technical Specifications	45	Per rail	Range Hill depot (Agricultur at College Area)/Vana z Depot Pune or at any other location in PUNE METROPOLI TAN REGIOII as directed by the Engineer	43500	43500	43500	43500	[insert the number of days following the date of signature of the Contract]	1.0	Faste Syste Balla track Metro per T	oly of Track ening em for ist less k for Pune o System as Technicat Ifications	174000		BDS Range Hill depot (Agricultur al College Area)/Vana z Depot Pune or at any other location in PUNE METROPOLI TAN REGION as directed by the Engineer		3			[insert the number of days following the date of signature of the Contract]
			Fastening System	77000	seat		4885					1		ening	174000	seat		13500	43500	43500	73500	
		1.2	4 Hole Fastening System		Per rail seat		19250	19250	19250	19250		1.2	4 Hol Faste Syste	ening	77000	Per rail seat		19250	19250	19250	19250	
			Total	251000										Total	251000							
		The procedure, to the procedure, to the procure is among all ii. If L1 bid it match the L that quantit the case such purchase pre-	re for purchase refer the procurement und rements of goods wh qualified bids, the lo s not from a local sup it price for the remail y shall be awarded to lowest eligible local	ence shall be er this packag ch are divisib west bid will uplier, 50% of ning 50% quan such local su supplier fails ted to match	applied as ce is consider le in nature, be termed a the order qu tity subject ipplier subject to match the	ontained in the ab red as 'divisible'. the following production of the following production of the following production of the local supplication of the following the last price or acceptor remaining qua	cedure shall b local supplier arded to L1 Ther's quoted price. L1 price. ots less than the	e followed: r, the contra- hereafter, th rice falling w he offered qu n, and contra	ct for full que lowest bide it in the ma	antity will be der among the rgin of purch next higher l	e awarded to L1. he local suppliers, will be invited hase preference (10%), and contra ocal supplier within the margin of ordingly. In case some quantity is	this The proc For the p i. Among ii. If L1 is Supplier' to match iii. In cas purchase	edure for ourpose of all qualifies not from quoted ing the L e such lo	or purchase Pre of this procedu iffied bids, the ma'Local Sup I price falling v ones the big price falling v ones the big price shall be in	eference share, the proof lowest bid a plier', the l within the m 'Local Suppi vited to ma	all be appl curement will be ter owest bid nargin of p lier' fails tch the Li	under this packa med as L1. If L1 der among the 'L ourchase preferen to match the L1 price and so on	in the above ge is conside is from a 'Lo cocal Supplie nce (10%), an price, the 'Lo and contract	red as 'No cal Suppli r's, will be nd the con ocal Suppli it shall be	on-Divisible' er', the core invited to tract shall l ier' with th awarded ac	tract will be match the lose awarded e next higher cordingly.	atures are highlighted bel e awarded to L1. .1 price subject to 'Local to such 'Local Supplier' su er bid within the margin of tract may be awarded to th
2		ITB Clause	Reference					ITB Clause						iTB Clau	se Referenc	e				ITB Clause		
	Section II. Bidding Data Sheet (BDS)	ITB 14.8); (a) (i)										& Clause ction II.		a) (i)	11	shelf, as applicat	ole), includir	g all custo	ms duties a	ind GST and	house, ex showroom, or o other taxes already paid ture or assembly of the G
	1	ITB 14.8); (a) (ii)										DS)	ITB 14.8); (a} (ii)	a	ny Purchaser's C	ountry GST (ax and oth	ner taxes w arded to th	hich will be e Bidder; ar	payable on the Goods if ti
		ITB 14.8); (b) (i)											ITB 14.8); (5) (i)	th	price of the Go	ods, quoted	CIF named	place of d	estination, i	n the Purchaser's Country

Maharashtra Metro Rail Corporation Limited Pune Metro Rail Project

Corrigendum-III

Date: - 14/01/2019

Name of work

: Supply of Fastening System for Ballastless Track for North-South

Corridor-1 and East-West Corridor-2 including Connectivity to

Depot (Vanaz & Range Hill) of Pune Metro Rail Project.

Tender No

: P1T-04/2018

Revised Tender Dates

Sr.	Event	Dates as per Bid Documents	Revised Dates
No.			
1	Last date of submission of bids	16/01/2019 at 16:00 Hrs.	25/01/2019 at 16:00 Hrs.
2	Date of opening of bids	16/01/2019 at 16:30 Hrs.	25/01/2019 at 16:30 Hrs.

General Manager (Procurement), Maharashtra Metro Rail Corporation Limited, Pune Metro Rail Project

P1T-04/2018

Replies to Pre-bid Queries

Date: - 24/01/2019

Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No.: P1-T04/2018, Dated 07.12.2018;

Date of Pre-bid Meeting: 15.12.2018

Reply of Maha Metro	Please refer corrigendum IV	
Bidder's Query	states that Bid Security the shall be submitted by the lead member in case of JV/Consortium. We request you to amend the clause to allow any of the members of the JV/Consortium to submit the Bid Security. Also, please note that Banks are not agreeing to open the BG for Bid Security in the name of the Consortium and shall open the same in the name of the Account holder. Hence, we request you to amend the clause accordingly please.	Please note that similar issue was there in MMRDA Line 2A Tender (MT-7), Wherein DMRC issued the enclosed Undertaking format to allow the bidders to submit the BG for Bid security in their own name. Request MAHA Metro to issue suitable amendment please.
Existing Tender Clause	The bid security or Bid- Securing Declaration of a JV must 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 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.	
Tender Clause No.	ITB 19.8 at page 23 Bid Security	
SI. No.		

Page 1 of 2

2	Further, as requested on out letter reference The last date of submission of bids is	The last date of submission of bids is
	vide (4) above, to meet various tender	01/02/2019 up to 16:00 Hrs.
	requirements on eligibility criteria and	
	submission we have to form Association with	
	our other Group Co. Coordination on	01/02/2019 at 16:30 Hrs.
	formation of required agreements, issuance	
	of Power of Attorneys (POA), various	
	certificates and annexures are required. Also,	
	the tender requires the POA's to be Apostille,	
	which in UK takes minimum 2-3 weeks, and	
	further requires to submit FORM no 25 on	
	joint Bidding Agreement which has to be	
	coordinated with our Group Co and required	
	to be duly notarized. Also, the bidders are	
	required to comply on the requirements on	
-22.7	necessary Certifications for MAKE IN INDIA	
	clause.	
	Hence, we shall be requiring minimum 3 week	
	time to ensure that all documents are being	
	placed for submission of the Compliant bid.	
	Hence in view of the above we request your	
	kind self to amend the date of submission	
	from 25.01.2019 to 08.02.2019.	

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Page 2 of 2

Replies to Pre-bid Queries- 02

Date: - 24/01/2013

Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No.: P1-T04/2018, Dated 07.12.2018;

SI. No.	Tender Clause No.	Existing Tender Clause	Bidder's Query	Reply of Maha Metro
Section	Section I. Instructions to Bidders	Sidders		
_	Section 1, Instructions to Bidders, Cl. 4 (4.1), Eligible bidders, Page 6	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.	In some clauses the tender states JV and in other clause JV/Consortium. Please confirm that Eligible bidders can be both JV / Consortium	Eligible bidders can be JV/Consortium.

Con Greet

Page 1 of 4

Please refer corrigendum IV	Please refer Replies to prebid queries sl.no.10; ITB clause 14.8 (additional para). It is further clarified that; Tender Conditions prevail. Suppliers are required to approach GST Department to get the HSN Code applicable for the Rail fastening systems proposed to be supplied.	Page 2 of 4
Please note that ITB 19.8 at page 23, states that Bid Security the shall be submitted by the lead member in case of JV/Consortium. We request you to amend the clause to allow any of the members of the JV/Consortium to submit the Bid Security.	1) The supply of fastening systems assembly comprises of Local components viz. Baseplates / Ribbed Plates and Anchor Bolts & Nuts. The Baseplates / Ribbed Plates are casting products and are made of SG Iron, and Anchor Bolts & Nuts are made up of Iron & Steel. Currently Baseplates / Ribbed Plates are procured (from manufacturers) and invoiced by us under chapter 73 under HSN Code 7325 and Anchor Bolts & Nuts are procured (from manufacturers) and invoiced by us under HSN code 7318 at GST @18% respectively. 2) We have noticed that some of our competitors are supplying the same items to Metro Railways under HSN Code 8608 charging GST @5%. While the Government of	
The bid security or Bid- Securing Declaration of a JV must 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 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 11.2or as specified in BDS.	Final destination (Project Site): Range Hill depot (Agricultural College Area) Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer and Delivery should be on DDP/Pune basis as per bid document inclusive of all taxes, levies, cess and Custom duty etc. as applicable in the purchaser's country. Custom duty to be paid by the supplier which is not to be reimbursed by MAHARASHTRA METRO RAIL CORPORATION LIMITED. Custom duty, shall include basic custom duty, counter vailing duty and additional custom duty. The unloading, stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies, Cess payable as per	
Section 1, Instructions to Bidders, Cl. 19.8, Page 11	Section II. Bidding Data Sheet (BDS), CI. 14.8 (b) (i), 14.8 (c) (v), 14.8 (Additional Para) Page 20 and 21.	



GST, on overall pricing India loses revenue due to the during tender evaluations. Since Baseplates / Ribbed Plates and Anchor Bolts & Nuts are made up of Iron & Steel / casting materials and being specifically classified nomenclature under chapter 73 must be invoiced / cleared under applicable GST is 18%, and hence can't be cleared under chapter 86 Evaluation and Comparison of bids, we understand that MAHA Metro shall be prices of "Goods Manufactured in the Purchaser's Country" as put in the BOQ transportation unloading, stacking We thus request MAHA Metro to amend the BOQ pricing format to include same, this is giving our competitor evaluating on the basis of the final kinds of duties, taxes, cess and other etc. We see a clear advantage to our clearance etc. separately OR specify format of the tender including all competitor who is charging lower GST transportation, GST, custom duties, the HSN Codes as mentioned above. where the applicable GST is 5%. From ITB clause 34.5, Page wherein payable as per Chapter 73, inappropriately). advantage bifurcation evies o GST, as applicable in the purchaser's 1) The rates quoted are DDP/Pune all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's country, Custom duty to be paid by the supplier, which is not to be Corporation Limited and similar inclusive of Custom duty. Delivery basis as per bid document inclusive of reimbursed by Maharashtra Metro Rail imposts that may be prevailing from should be on DDP (Delivered Duty Paid) country are to be borne by supplier. in respect Bidders are being informed that, time transactions.

Page 3 of 4

Recently in Chennai Metro Phase I Extension tender for fastening supply also the Pricing format was bifurcated in the same way and the evaluation process for supply of Local components was based on evaluation of financials without GST.	Hence, we request MAHA Metro to please revise the clauses on evaluation in the same way to evaluate without GST to avoid the whole process becoming disadvantageous to parties because of misrepresentation / mis classification of the HSN codes and GST rates.



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Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No.: P1-T04/2018, Dated 07.12.2018;

Dake: - 24/01/2013

Corrigendum IV



Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project.

Tender No.: P1-T04/2018, Dated 07.12.2018;

Corrigendum IV

FORM NO. 13A

UNDERTAKING FOR (IN RESPECT OF) TENDER SECURITY

We,		((Legal Name of JV/Consortium)
hereby confirm that Tender Secur whichever is applicable) for the Co	•		
of	(nai	me of	the substantial member of
JV/Consortium on whose name		-	submitted) is on behalf of //Consortium),
We also undertake that in the eve Employer in terms of tender	provisions, no	one of	
any objection for the same.			
	STAMP & SIGNA	ATURE O	F AUTHORISED SIGNATORY(IES)
Note:			

- 1. The undertaking is to be submitted in case the tender security (in form of FDR/Bank Guarantee) is submitted in the name of JV/Consortium members.
- 2. JV/Consortium Member on whose name the tender security is submitted shall be substantial member.



Replies to Pre-bid Queries

Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

<u>Tender No.</u>: P1-T04/2018, Dated 07.12.2018;

Date of Pre-bid Meeting: 15.12.2018

SI. No.	Tender Clause No.	Existing Tender Clause	Bidder's Query	Reply of Maha Metro					
Section	Section I. Instructions to Bidders								
1.	11. Documents Comprising the Bid	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).	Please clarify and confirm that the "Letter of Bid" is part of Price Bid Package submission? As it refers to the Total Bid Price and discounts and the same shall be opened along with the "Price Sheet Schedule".	The "Letter of Bid" is part of Technical Bid. Bid price shall be filled in Price Schedule forms i.e. Form No.11 & Form No.12.					
2.	14. Bid Prices and Discounts	14.3 The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered. 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid.	Please clarify and confirm that the Final Bid Price shall be submitted as per "Price Sheet Schedule" and no discount can be offered separately in the "Letter of Bid" or any other manner during Tender submission and opening stage.	Please refer BDS Clause no. ITB 14.4					
3.	20. Format and Signing of Bid	20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked	In the e-tender platform Original & copy of bid need to be submitted or only Original? Please clarify.	Please refer BDS Clause no. ITB 20.1					

		"ALTERNATIVE." In addition, the Bidder shall submit 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, (Modified as per BDS).		
Section	on II. Bidding Data Sh	neet (BDS)		
4.	ITB 14.3	The prices quoted by the Bidder shall be fixed and not adjustable.	Please clarify and confirm that the Final Bid Price shall be submitted as per "Price Sheet Schedule" and no	Tender conditions BDS Clause no. ITB 14.3 and BDS ITB 14.4 shall prevail.
5.	ITB 14.4	Prices should be quoted for each item of Fastening System as per schedule of requirement. No discounts are allowed.	discount can be offered separately in the "Letter of Bid" or any other manner during Tender submission and opening stage.	
6.	ITB 11.4 (Additional para)	Technical Package	There is no ITB 11.4 is found in Instruction to bidder which is mentioned in the BDS - please clarify.	BDS Clause no. ITB 11.4 is an Additional para.
Section	on II. Bidding Data Sh	eet (BDS)		
7.	ITB 4.1	Maximum No. of JV Partners allowed is THREE (03). The lead partner in case of a JV/Consortium shall be the one who meets relevant qualification criteria in Section III of the bid document. Lead partner must have maximum share in JV and not less than 40% participation in the JV/Consortium. Partners having less than 20% participation will be termed as nonsubstantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.	Since Vossloh System 336 is comprising of the 10 Nos. of Components, out of which 3 Nos. of components comprising of 25% - 28% of the total value of supply are coming from Europe and supplied by VFS, Germany (In Euros) and the remaining percentage of the supply is coming from India and supplied through a Vossloh Group company directly to Metros in INR. The imported components comprise of about 25% - 28% of the total value of supply.	Tender conditions prevail.

		In case of a JV/Consortium, the Lead Partner is required to submit the Performance Guarantee against the warranty.	The principal warrantor and provider of single point guarantee is Vossloh fastening Systems GmbH, Germany, therefore to enable Vossloh Fastening Systems GmbH, Germany to participate in the referred tender, we hereby request Maha Metro to change the current clause to:	
			Therefore, in order to enable Vossloh Fastening Systems GmbH to participate in this Bid: P1-T04/2018, the Lead partner (VFS, Germany in this case) must have maximum share in JV and not less than 20% participation in the JV/Consortium.	
8.	ITB 18.1	The bid validity period shall be: 180 days.	Please clarify that the bid validity period is: 1. 180 days + 28 days from the date of submission? OR 2. 180 days + 56 days from the date of submission?	The bid validity period is 180 days from the latest date of submission of bid.
9.	ITB 39.1	The maximum percentage by which quantities may be increased is: 30%. The maximum percentage by which quantities may be decreased is: 30%. The variation of quantity shall be applicable within stipulated delivery period.	We would like to bring to your attention that a +/- 30% variation in quantities shall create confusion for production planning and the subsequent delivery schedule, as the fastening system is not an off the shelf item and requires a third party inspection for each & every lot offered to be delivered as per the approved ITP. And in addition to above - the theoretical prediction of the impact of a + / - 30% quantities shall not do justice to the market price of the fastening system at the time of Bid.	Tender conditions prevail.

			Therefore we request Maha Metro to limit the variation of quantities to +/- 10% of the original quantity.	
10.	ITB 14.8 (a) (iii), (b) (ii) and c (v)	Final destination (Project Site): Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer and Delivery should be on DDP/Pune basis as per bid document inclusive of all taxes, levies, cess and Custom duty etc. as applicable in the purchaser's country. Custom duty to be paid by the supplier which is not to be reimbursed by MAHARASHTRA METRO RAIL CORPORATION LIMITED. Custom duty shall include basic custom duty, counter vailing duty and additional custom duty. The unloading, stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies, Cess payable as per GST, as applicable in the purchaser's country are to be borne by supplier.	1. We would like to inform you that Vossloh Fastening Systems GmbH, Germany is not incorporated in India and has been supplying fastening Systems comprising of components coming from Europe and components coming from VFS's authorised sub-suppliers in India through Vossloh Group Subsidiary incorporated in India and like VFS, every other fastening supplier shall have some components coming from outside of India. In order to achieve correct comparison of costs for the referred bid, we hereby request Maha Metro to exclude the customs duty on the imported Components from the price bid BOQ for goods coming from abroad, and change it to CIP basis for imported components, wherein the Bidder / supplier shall be quoting for price at CIF basis, clearing the goods and bringing them to the site, unloading and stacking.	Supplier shall give the break up in separate sheet indicating CIF price, applicable customs duty, clearing the goods and bring them to the site, unloading and stacking for comparison and evaluation of costs. Please also refer to the amended Form 11 & 12 of Pricing Schedule attached with this Corrigendum.
	ITB 14.8 (Additional para)	Bidders are being informed that, 11) The rates quoted are DDP/Pune inclusive of Custom duty. Delivery should be on DDP	2. For Components being supplied from India - We hereby would like to bring to you notice that there are different GST rates applicable in the tariff schedule; below are	Supplier shall give the details of applicable HSN code along with the GST rate applicable etc in a separate sheet for comparison and evaluation of costs.

(Delivered Duty Paid) basis as the various rate if we invoice A bid submitted with any misleading per bid document inclusive of component wise. information shall be treated as all taxes as per GST, levies, nonresponsive and shall be rejected GST Item **HSN Code** cess and Custom Duty etc. as without assigning any reason by the Rate applicable in the purchaser's purchaser. Metallic 73251000 - Ribbed country, Custom duty to be Base Plate 18% Component paid by the supplier, which is 73181500 - T- Head not to be reimbursed by Bolt & Anchor Bolt Maharashtra Metro Rail Corporation Limited and similar 8608000 -Plastic imposts that may be prevailing Intermediate pad, Component from time to time in respect of EVA Pad, transactions. **Insulating Bush** and Collared washe If we consider Notification_200617_1-Issued by Railway Board (enclosed) and in particular Chapter 86 Cat 8, the applicable GST rates shall be 5%. Hence in this case there is an ambiguity the applicable GST rate and as a purchaser, Maha Metro should either specify the HSN code under which supplier shall invoice to Maha Metro and alternatively Maha Metro can modify Bid BOQ to incorporate component wise basic price and applicable GST rates and that will facilitate Maha Metro to evaluate the Bid price with and without GST. We also would like to bring to your kind attention that GST rate should be charged by all suppliers in the same HSN Code classification to make the bid comparison correctly.

11.	ITB 14.8 (a) (iii), (b) (ii) and c (v)	Final destination (Project Site): Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer and Delivery should be on DDP/Pune basis as per bid document inclusive of all taxes, levies, cess and Custom duty etc. as applicable in the purchaser's country. Custom duty to be paid by the supplier which is not to be reimbursed by MAHARASHTRA METRO RAIL CORPORATION LIMITED. Custom duty shall include basic custom duty, counter vailing duty and additional custom duty. The unloading, stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies, Cess payable as per GST, as applicable in the purchaser's country are to be borne by supplier.	We request that payment of port charges should be done by Maha Metro and Mumbai Entry Tax may please be got waived off as the project pertains to Maharashtra. If this rule changes in the duration of the agreement then Maha Metro will undertake the additional burden due to change in tax rules. Any changes in tax duty structures, resulting in extra burden on supplier shall be borne by Maha Metro/Pune Metro.	Tender conditions prevail. Please note that change in tax rules are covered under GCC clause no. 31.
	ITB 14.8 (Additional para)	Bidders are being informed that, 1) The rates quoted are DDP/Pune inclusive of Custom duty. Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's country, Custom duty to be paid by the supplier, which is not to be	We are a Rail Fastening System manufacturer/ suppliers, and inland logistics operation is our domain and is required after material reaches at Indian port. Since Maha Metro has put delivery responsibility in scope of supplier, we'll nominate an experienced Logistics Service Provider for doing all inland logistics related activities till material reaches at your depot. Since	BDS Clause no. ITB 14.8 (Additional Para) Sub clause 2) is self explanatory.

		reimbursed by Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions. Documents with regard to Custom duty will be required to be submitted. In view of above, the Bidders are advised to quote the price inclusive of all taxes, levies, duties, Cess as per GST/Custom tariff act, royalty, etc. and other incidental charges required to fulfill the tender conditions including statutory deduction viz., TDS towards Income Tax etc. after considering ITB 14.7 to 14.18 above. (including custom duty)	Maha Metro is a project owner and importer of Rail Fastening System as a consignee all custom related documents which is necessary for project import registration and custom clearance on behalf of Maha Metro will be done by us, however as for documentation part and custom related formalities, Maha Metro will share all desired details/paper work as a consignee, we are helping & facilitating smooth custom clearance.	
	n III-A: Domestic Pre n VII. Schedule of Re			
12.	Section III-A: Domestic Preference (ITB 33.1) Annexure-B	The minimum 'Local Content' for the work shall be 80%.	To meet provision under "Make in India Policy - 2017" (for 'Divisible' Work) - The minimum 'Local Content' for the work shall be 80% - We will reduce the import of imported components of fastening system 336 to	Tender conditions prevail.

13.	Provision under "Make In India Policy-2017" (For 'Divisible' works) Section VII. Schedule of Requirements Technical Specifications ANNEXURE-A1	The Bidder should submit details of proposed qualified manufacture for individual component of proposed Ballast less fastening systems along with details of successful supply in the past to user railway administrations in Annexure "A1". Adequate documentary evidence to prove the authenticity, and confirmation that these manufacturing units are acceptable, shall be enclosed with these lists, which may include test results, reports, certificates, brochures, etc. Approval of engineer will be required for the manufacturing unit of all the components at the execution stage. This approval will be considered based upon quality of product to be established by testing and capability of production unit past record of supply etc.	meet the make in India Policy, In general we import the following components 1. Tension clamp 2. Helical Spring & 3. Elastic pad (2 Hole & 4 Hole). To meet the make in India policy - 2017 we have developed new vendor for imported components in India as well. As per the technical specification of fastening system we will submit all the documents like ISO certificate, BVQI inspection reports as per the approved ITP (ITP was approved by DMRC) however, we will carry the testing as per the approved ITP of Pune metro in case order awarded to us, plant and machinery, lab facility, credential of the company along with the quality standards etcTherefore, with all these documents will Pune metro approve respective vendor for supply of components in case our respective sub supplier meet the standards. Please kindly clarify sir. We would like to bring to your	Tender conditions prevail. Tender conditions prevail.
14.	Domestic Preference (ITB 33.1)	Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No.P-	We would like to bring to your attention that in "Order 2017' vide No.P-45021/2/2017-B.EII dt.15th June 2017" issued by Ministry of Commerce & Industry, Department of Industrial Policy and Promotion, Government of India.	render conditions prevail.

45021/2/2017-B.E.-II dt.15th June 2017, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017 and K-14011/26/2018-MRTS-II, Government of India date 27th July 2018, shall be applicable in this tender.

1. Make in India Policy: 'Local Content' (Applicable to this bid):-

The salient features of the said policy are highlighted below:-

- i. Local Content: 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii. Local Supplier: 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum 'Local Content' as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

The minimum 'Local Content' for the work shall be 80 % which should be certified as below:-

Subject Titled: "Public Procurement (Preference to make in India) order 2017"

In the clause No. 5 of the above order - the minimum local content mentioned is to be 50% only.

However, as per the referred tender conditions, the minimum local content of the works is specified to be as 80%.

In addition to above the condition of having 80% local content as a stipulation for any company to participate in the referred tender shall restrict fair & active competition. Also By allowing only the companies with 80% local content would deny the fundamental right of companies having less than 80% local content in competitively participating in an open tender and hence denying right of equal opportunity.

In view of above, we hereby request Maha metro to kindly revise the minimum percentage of local content to the original 60% of the total value of the supplies.

15.	Section III-A:	Provision under "Make In India Policy-	In regards to the referred Section III-A:	Please refer corrigendum II.
	Domestic	2017" (For 'Divisible' works)	Domestic Preference (ITB 33.1)	
	Preference (ITB		Provision under "Make In India Policy-	
	33.1)		2017" (For 'Divisible' works)	
			Since the referred policy is only	
			applicable on "Divisible" works, which	
			means, a work / product capable of	
			being divided for the same or single	
			works / project.	
			Since the bid is for procurement of	
			fastening systems is for a project to be	
			executed in single phase for both the	
			lines; L1 & L2, therefore we request	
			Maha Metro to please clarify or	
			confirm, that in case of invocation of purchase preference clause, whether	
			Maha Metro shall award the contract to	
			2 different suppliers having 2 different	
			fastening systems and having different	
			installation methodology.?	
16.	Section VII.	The Bidder should submit the drawing,	We would like to bring to your	Tender conditions are self-explanatory.
	Schedule of	standard specifications, allowable	attention that the existing suppliers of	
	Requirements	tolerances, dimensions of assembly and	various type of fastening systems in	
	2 Tochnical	components of fastening system.	India have a specified percentage of	
	3. Technical Specifications of	Inspection Test plan to be submitted after award of Contract. The same will	imported content based on the no. of components being imported such as	
	Fastening System	be approved by Engineer.	tension clamp or ERC Clip / Helical	
	l asterning system	The Bidder should submit details of	Spring or Compression Spring etc.	
		proposed qualified manufacture for	Therefore, we request Maha Metro to	
		individual component of proposed	verify the credentials of the sub-	
		Ballast less fastening systems along	suppliers having required past	
		with details of successful supply in the	experience as per the tender conditions	
		past to user railway administrations in	at the of time bid evaluation, which	
		Annexure "A1". Adequate documentary	may have direct impact on the	
		evidence to prove the authenticity, and	requirement of the condition of having	

confirmation that these manufacturing units are acceptable, shall be enclosed with these lists, which may include test results, reports, certificates, brochures, etc. Approval of engineer will be required for the manufacturing unit of all the components at the execution stage. This approval will be considered based upon quality of product to be established by testing and capability of production unit past record of supply etc.

the minimum percentage of local content in total value of supplies.

Section IV Bidding Forms

17. Price Schedule **Forms**

> Form No.11 PRICE SCHEDULE FORMS (BILLS OF QUANTITIES)

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported Currencies in accordance with ITB Sub-Clause 15 Date:

				Page 1	l' of	
2	3	4	5	6	7	8
Description of	Country of	Delivery	-	DDP Pune	Total Price	Remarks
Goods			and	Rate in		incinario.
		DDP Pune	physical	accordance	(Col. 5x6)	
		as	unit	with ITB		
		specified		14.8 (b)(i) per		
		in				
		•		EURO		
						DDP Pune Price include the
			seat			Price of inland transportation
						and other services required,
		Date]				all kinds of duties, taxes, cess
	Good]				line item]	& other levies payable as per
Specifications				line item]		GST etc and inclusive Custom
2 Hole			174000			Duty as applicable in the
Fastening						purchaser's country, custom duty at concessional rate
						duty at concessional rate
4 Hole			77000			under Central. State or Local
Fastening						Bodies Acts or Rules, duties,
System						levies, octroi, tolls, royalties,
						seigniorages, and similar
						imposts to convey the goods to
						their final destination, as
						specified in BDS ITB 14.8
						i
				Total Price		
	Description of Goods Supply of Track Fastening System for Pune	Description of Goods: Supply of Track finsert country of Origin Supply of Track finsert country System for Pune of origin Metro System as of the per Technical Good] Specifications 2 Hole Fastening System 4 Hole Fastening System	Description of Country of Delivery Goods Origin DiP Pute as specified in schedule of specified in Supply of Track (Insert Teatrening Country System for Pune of Origin Delivery Metro System as of the per Technical Good) Specifications 2 Hole Fastering System 4 Hole Fastering System	Description of Country of Delivery Quantity Goods Origin Delivery Delaward Dup Prun physical as purit specified in schedule of requirement Country quoted System for Pune origin Delivery Metro System as of the per Technical Good! Specifications 1 2 Hole Teatrening System 1 2 Hole Teatrening System 1 2 Transport Country Countr	2 3 4 5 6 Description of Country of Delivery Country of Delivery Country of Delivery Country of Delivery Country Count	2 3 4 5 6 7 Description of Country of Gate as and DIPP Plum Plysical accordance as service in schedule of EURO Plum Plysical accordance in schedule of EURO EURO Plum Plysical accordance in schedule of EURO EURO Plum Plum Plum Plum Plum Plum Plum Plum

We would like to inform you that Vossloh Fastening Systems GmbH, Germany is not incorporated in India and has been supplying fastening Systems comprising of components coming from Europe and components coming from VFS's authorised subsuppliers in India through Vossloh Group Subsidiary incorporated in India and like VFS, every other fastening supplier shall have some components coming from outside of India.

In order to achieve correct comparison of costs for the referred bid, we hereby request Maha Metro to exclude the customs duty on the imported Components from the price bid BOQ for goods coming from abroad, wherein the Bidder / supplier shall be quoting the CIF Price, the Costs for clearing the goods and Costs for bringing the goods to the site including unloading and

Please refer above reply under Sl. No. 10. Further, the revised Form No. 11 as enclosed with this Corrigendum may also be referred to.

stacking, and Maha Metro shall be paying the customs duty.

This shall also eradicate any possibilities of unforeseen mistakes or misinterpretation by bidders during Bid stage.

Further to above, we would like to bring to your attention that identical practice has been followed in Kochi Metro and recently concluded Chennai Metro Extn tender.

Please refer to the enclosed proposed price schedule: For Goods Manufactured Outside the Purchaser's Country.

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Pre-Bid Replies

Price Schedule 18. PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Price Schedule: Goods Manufactured in the Purchaser's Country Forms Purchaser's Country Currencies in Date: accordance with ITB Sub- ICB No: Form No.12 PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Line Description of Delivery Quantit Unit Total Price per Cost of local GST and Total Price Schedule: Date as | y and | price | EXW | line item for | labor, raw | other taxes | Price per specified physical EXW price inland materials considered line item in Col.6 (in (Col. 6+7 Goods per linetransportatio and item | n and other | components | accordance Manufactured in services with required in origin in the ITB 14.8) the Purchaser's the Purchaser's Purchaser's Country Country Country to % of Col. 5 convey the Goods to their final destination 1.0 Supply of finsert Per rail finser finser finsert the finsert cost finsert GST finsert t EXW | t correspondi of local and other total Track quoted seat total ng price per labor, raw Fastening taxes] price pe System for y Date] price] EXW [line item] material & Pune Metro price components from within System as pe Technical Specification Purchase's country as a % of the EXW price per line item] Fastening 1.2 4 Hole 77000 Fastening Total Price

For Components being supplied from India - We hereby would like to bring to your notice that there are different GST rates applicable in the tariff schedule; below are the various rate if we invoice component wise.

Item	HSN Code	GST Rate
Metallic Components	73251000 - Ribbed Base Plate 73181500 - T- Head Bolt & Anchor Bolt	18%
Plastic Components	8608000 - Intermediate pad, EVA Pad, Insulating Bush and Collared washer.	5%

If we consider Notification_200617_1- Issiby Railway Board (enclosed) and in particular Chapter 86 Cat 8, the applicable GST rashall be 5%.

Hence in this case there is an ambiguity of the applicable GST rate and as a purchaser, Maha Metro should either specify the HSN code under which the supplier shall invoice to Maha Metro and alternatively Maha Metro can modify the Bid BOQ to incorporate component wise basic price and applicable GST rates and that will facilitate Maha Metro to evaluate the Bid price with and without GST.

The identical practice is being done by DMRC and other metros for bids procuring the fastenings directly. Please refer above reply under Sl. No. 10. Further, the revised Form No. 12 as enclosed with this Corrigendum may also be referred to.

			We also would like to bring to your kind attention that GST rate should be charged by all suppliers in the same HSN Code Classification to make the bid comparison correctly.	
19.	Form No. 25 Form of Joint Bidding Agreement	2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/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. 11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:	The fastening System comprises the components to be imported which shall be around 25% - 28% of the total value of supply and shall be Invoiced in Euros and the remaining components shall be supplied from India and shall be invoiced in INR. Both the lead member and the second party are having their respective bank accounts to receive the payments. In case of VFS, Germany the payments shall be made in Euros through an L/C as per tender conditions and in case of the 2nd party, the payments shall be made in INR as per the tender conditions. Therefore, in order to enable Vossloh Fastening Systems GmbH, to participate in this bid, we request Maha Metro to allow the bidder to replace the referred clause no. 2 by: Clause No. 2- The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire	Please refer SCC Clause no. GCC 16.1

execution of the Contract shall be carried out as per the agreed scope of works and as mentioned in the Clause No. 11 of this agreement and the respective payments shall be carried out against the submission of invoices by consortium members in their respective currencies and in bank accounts mentioned as an annexure to the consortium agreement.

Section VII. Schedule of Requirements

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Pre-Bid Replies

20.	1. List of Goods	Name	of the Work: Supp									The delivery timelines shall depend				
	and Delivery					onnectivity to						upon the approval of ITP and opening of				
	Schedule	Line	Description of Goods	Quantit	Physical unit	Final (Project		•	P Pune, C		Bidder's offered	L/C, therefore we request Maha Metro				
		No	00003	,	unic	Site)	Installation	n from da with		Je of LUA	Delivery date	to consider realistic timelines for				
						Destinatio	4	7	10	12	[to be provided	deliveries and change the start of				
						n as specified in	months	months	months	months	by the bidder]	delivery from the date of contract				
						BDS						signing.				
		1.0	Supply of Track			Range Hill					[insert the					
			Fastening System for			depot					number of	In addition to above, we would like				
			Ballast less			(Agricultur al College					days following	bring to your notice that imported				
			track for Pune			Area)/Vana					the date of	components shall take minimum lead				
			Metro System as	5		z Depot					signature of	time to manufacture and ship the				
			per Technical Specifications			Pune or at any other					the Contract]	imported components is about 16 to 20				
						location in						weeks to reach Indian Port and about 3 -				
						PUNE METROPOLI						4 weeks for clearance and bring the				
						TAN						goods to Maha Metro Stores in Pune				
						REGION as						after processing the import registration				
						directed by						documentation.				
						the Engineer										
						,						Therefore, we request Maha Metro to				
		1.1	2 Hole	174000	Per rail		43500	43500	43500	43500		give at least 6 months for the first Lot				
			Fastening System		seat							from the date of contract signing or				
		4.5	-7	7700			40050	10055	40050	40050		opening of L/C.				
		1.2	4 Hole Fastening	//000	Per rail seat		19250	19250	19250	19250						
			System		Seat											
			Total	251000												

m II.

22.	Delivery Schedule	Name	of the Work: Sup	ply of Fastenings	System for No	rth-South Co	orridor-1	and East-V	West		in 04 months it impossible to F	Please refer corrigendum II.
22.	Delivery Schedule	Line Item No 1.0	Cor Description of	ridor-2 including Quantit Physi y unit	Connectivity (cal Final	o Depot of I Delivi Installation of the Instal	Pune Met very at DI on from di wit 7 months	ro Project. OP Pune, Da ate of issue hin		Bidder's offered belivery date o be provided y the bidder] sinsert the umber of coloning he date of gignature of he contract]	in 04 months it impossible to plete supply 43500 & 19250 units to 1st stage raw materials order ement & get delivery of raw erials, it will take time after that of production for supply. Please and 1st delivery schedule upto 07 this instead of 04 months. understanding is that the clause quidated damages start for both +3+4) lots with the end of the st delivery date. need to extend the latest rery date to 04 months from the ing (applicable for 04 lots). After nonths liquidated damages (GCC SCC) would be applicable, unless et an extension of time for rery by the purchaser. We est that the supply may please aken as CIF basis.	Please refer corrigendum II.
			Total	251000								
23.	5. Inspections and Tests	fastening system - No sliding, yield or cracking is allowed for the Fastener parts. Static stiffness shall be calculated in the secant range 5-80kN.								or - lated	ion of EN - 13146 - 4 (2002) s, As per table - 1 of RDSO re - C2 of "procedure for Safety ation and Technical Clearance of ystems" shall be as per latest of EN - 13146 - 4 (2012) & EN - 5 (2012), accordingly Secant to 34.4 kN for Cat B.	Please refer Corrigendum II.
24.	5. Inspections and Tests	fas	stenin	repea g posit per E	ion w	ill b	e		est lo	oad tt	standard 13481 - 6 does not d hence should be referred to l81 - 5 (2012).	Please refer Corrigendum II.

25.	5. Inspections and	Table-1 Test Plan for Fastening system	Foot Note to be added - "All latest	Please refer Corrigendum II.
	Tests	(bonded & Non-bonded) for Ballast less	versions of National / International	
		Track	standards, specifications,	
			nomenclature, parameters are to be updated / followed for all components	
			wherever applicable.	
			wherever applicable.	
			Reasons - "Some of the technical	
			specifications / standards referred in	
			the railway board approval for	
			fastening system 336 for components	
			vide letter no. 20A9/Proj/MASl9/z	
			dated 21.05.2010 have been withdrawn	
			1 update and re issued. Due to these	
			changes some of the parameters and	
			testing procedure for components have	
			been changed. Metros such as DMRC have already	
			been taken cognizant of these changes	
			and adopted to new specification and	
			parameter".	
			parameter.	
26.	5. Inspections and	The following inspections and tests	Instead of repeating the test, we	Tender conditions prevail.
	Tests	shall be performed: Tests as per	request Maha Metro to accept the	
		performance Criteria	latest available test report done for	
		Following assembly tests will be carried	DMRC CT-11 contract. Independent lab	
		out by selecting the components of	test as per EN 13481-5 is a type test	
		assembly by the Engineer in charge or	and is meant for qualification of design	
		his representative.	concept of the fastening system. The	
		The assembly of rail fastening system shall be tested to the following	test is not designed to be performed for every project if the component	
		specifications (Table 1) for different	specification (mechanical, chemical,	
		technical parameters and should meet	dimensional properties) remains the	
		the acceptance criteria as mentioned in	same as the one used for all previous	
		the following table. Test report of the	supplies of Vossloh 336 in India. The	
		reputed independent	equivalence of component specification	
		institute/laboratory will have to be	of supply in the current tender can	
		submitted. The testing is to be done for	easily be established by the drawings	

		Cat B as specified in EN-13481- Part-I 2012 & EN-13481-5: 2012 with rail section to be used in proposed system if other design particulars are meeting the requirement of Cat-B.	and technical specification provided in the submission as well as the factory acceptance tests. Besides, avoidance of this test would reduce the complexity of the project in terms of logistics, lead-time, and additional cost of testing.	
27.	6. Bidder's Technical Proposals	6.1 Requirements for Bidder's Technical Proposals The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the performance criteria issued by Ministry of Railways vide their letter No.2009/Proj/MAS/9/2 dated 21.05.2010. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder's Technical Proposals shall establish the intended safety standards followed and installation and testing practices.	The requirement in contract under "3. Technical Specifications of Fastening System" section is to comply with Annexure-C2; Part-A: Performance criteria of fastening system for Ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015). Please clarify which version of MOR letter shall be complied.	Please refer corrigendum II.
_	n VIII. General Cond n IX. Special Conditi			
28.	Section VIII. General Conditions of Contract Clause no. 11. Inspections and Audit by the Agency	11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Agency	We request Maha Metro to clarify or confirm the following point about the costs related to Third Party Inspection agency: 1. The cost of engaging a Third Party Inspection agency shall be borne by the purchaser. 2. In case if any authorised representative of Maha Metro	Please refer Corrigendum II.

	and/or persons appointed by the Agency to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Agency if requested by the Agency.	intends to witness the inspections or intends to visit the manufacturing facility in India or Abroad, then as per Vossloh Corporate guidelines and the European Union Compliance guidelines the expenses such as Air tickets / Hotel and any expense of personal nature etc. shall be borne by the Purchaser or its representative. However the supplier shall bear the Cost of testing of components and shall coordinate the visits and shall ensure the inspections are conducted as per the approved ITP and the conditions acceptable to the purchaser.	
Section IX. Special Conditions of Contract GCC 26.1	1) Inspection: The Purchaser and its authorised representative shall be entitled, during manufacture, fabrication and preparation at any places where work is being carried out, to inspect, examine and test the Materials and workmanship, and to check the progress of manufacture, of all materials to be supplied under the Contract. The Supplier shall give them full opportunity to inspect, examine, measure and test any stores in supplier's premises or wherever carried out.		

P1T-04/2018 Pre-Bid Replies

29.	Section IX.	The standard payment terms subject to	Please clarify the terms of payment	Tender conditions prevail.
	Special	recoveries, if any, under the Liquidated	which is not found in the BDS.	
	Conditions of	Damages Clause in General Conditions		
	Contract	of Contract will be as under:-	Please allow Global tenders standard	
		For Imported Components	payment terms supply from outside from	
	GCC 16 1	For Imported Components	purchasers country i.e.	
	GCC 16.1	The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:- 100% payment on receiving of materials at Pune site in good condition. Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker's of the Purchaser based at Pune. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any, at the Supplier's account. All other charges shall be to Supplier's account. LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause above.	90% on submission of Shipping documents. 10% Receipt of materials at DPP, Pune stores.	
Notice	Inviting Tender		<u> </u>	

P1T-04/2018 Pre-Bid Replies

30.	Date & time of submission of Bid	Online submission up tilL16.00 Hrs. on 02.01.2019 in Maha-Metro's e-tender portal.	Due to Christmas and New Year holiday our partner for supply of imported components in Germany were closed. So we request you to please extend the bill submission up till 25.01.2019.	Please refer Corrigendum I.
31.	Date & time of submission of Bid	Online submission up tilL16.00 Hrs. on 02/01/2019 in Maha-Metro's e-tender portal.	In lieu of the upcoming 2-3 weeks of Annual Christmas & New year holidays in Europe and since there are many queries to be clarified at this stage, we hereby request Maha Metro to kindly extend the last date of submission by at least 5 weeks, that is, until 11 th February 2019.	Please refer Corrigendum I.
32.	Pre-bid Meeting	On 15.12.2018 at 11.00 Hours in the Office of Maharashtra Metro Rail Corporation Limited, 1st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.	Seems one mistake occurred for submission of queries date. All most offices including Bank is now going to be close for Christmas & New Year Holiday. Please consider to extend	Please read last date of submission of queries for Pre-bid meeting by the bidder as "Up to 11.00 hrs. 15.12.2018 in hard and soft copies."
33.	Last date of submission of queries for pre- bid by the bidder	Up to 11.00 hrs. 02/01/2019 in hard and soft copies.	the Bid submission closing date	
34.	Completion Period	12 (Twelve) Months from the date of issue of LOA.	Quantity is large volume So please consider to extend the completion of delivery period 03 to 04 months in addition of 12 months from the date of L/C.	Tender conditions prevail.
35.	Cost of documents	INR 50,000/- + 18% GST i.e., INR 59,000/- non-refundable through e-payment by Credit Card/Debit Card/Net Banking, as per procedure given in e-tender portal.	Please allow Foreign Remittance from Banking channel also due to from overseas country payment through debit card/credit card may create complications/big problem including	Tender conditions prevail.

			submission of proof of cost of the tender document.	
36.	Bid Security	INR 3.6 Million (Rs.Three point six Million) in form of Bank Guarantee as per procedure given in e-tender portal & BDS (Section-II).	Please allow in the currency of USD /EURO for submission of bid security. Please also clarify if PKO bank of Poland instruct to ICICI bank, Mumbai to issue the required Bid Security INR 3.6 Million (Rs.Three point six Million) in form of Bank Guarantee, then it will be acceptable to you. PKO bank of Poland may have no tie up with your referred Bank of Maharashtra.	Acceptable if the PKO Bank of Poland instruct to ICICI Bank, Mumbai to issue the required Bid Security INR 3.6 Million in the term of Bank Guarantee.

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MAHARASHTRA METRO RAIL CORPORATION LTD PUNE METRO RAIL PROJECT **BID DOCUMENTS**

FOR

Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

TENDER NO.

P1-T04/2018



MAHARASHTRA METRO RAIL CORPORATION LTD (A joint venture of Govt. of India & Govt. of Maharashtra) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001

E-mail: <u>mahametrorail.etenders@gmail.com</u> Website: www.punemetrorail.org

Telephone: 020-26051072



E-TENDER NOTICE MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

(A joint venture of Govt. of India & Govt. of Maharashtra)
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune - 411001

E-mail: mahametro.tenders@gmail.com
Website: www.punemetrorail.org
Telephone: 020-26051072

Tender Notice No.P1-T04/2018

Dt.06.12.2018

Name of the Work

Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project.

KEY DETAILS:

Completion Period	12 (Twelve) Months from the date of issue of LOA
Documents on sale	Documents can be downloaded from 16.00 hrs. on 07/12/2018 to 16.00 hrs of 02/01/2019 from Maha-Metro's e-tender Portal.
Cost of documents	INR 50,000/- + 18% GST i.e., INR 59,000/- non-refundable through e-payment by Credit Card/Debit Card/Net Banking, as per procedure given in e-tender portal.
Pre-bid Meeting	On 15.12.2018 at 11.00 Hours in the Office of Maharashtra Metro Rail Corporation Limited, 1st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.
Last date of submission of queries for pre- bid by the bidder	Up to 11.00 hrs. 02/01/2019 in hard and soft copies.
Bid Security	INR 3.6 Million (Rs.Three point six Million) in form of Bank Guarantee as per procedure given in e-tender portal & BDS. (Section-II)
Date & Time of submission of Bid	Online submission up tilL16.00 Hrs. on 02.01.2019 in Maha-Metro's e-tender portal.
Date & Time of Opening of Bid	On 02.01.2019 at 16.30 Hours or as decided by the authority at The Office of Maha-Metro, 1st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.

Sale of document, e-payment procedure, submission and other details are available on Maharashtra Metro Rail Corporation Limited tender portal under Pune Metro section in e-tenders https://mahametrorail.etenders.in. To view this tender notice, interested Agencies may visit the Pune Metro Rail website "www.punemetrorail.org".

General Manager (Procurement)/PMRP, Maharashtra Metro Rail Corporation Limited

DISCLAIMER

The Bidding Documents for "Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project." contain brief information about the Project & the Works to be executed and various steps involved in the bidding process. The information contained in the Bidding Documents or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Maharashtra Metro Rail Corporation Limited (hereinafter referred as "Maha-Metro" or "the Company" or "Purchaser") or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in the Bidding Documents and such other terms and conditions subject to which such information is provided.

The Bidding Documents are not an agreement and is neither an offer nor invitation by **Maha-Metro** to the prospective Bidders or any other person. The purpose of the Bidding Documents is to provide interested parties with information that may be useful to them in making their Bids pursuant to the Bidding Documents. The Bidding Document include statements, which reflect various assumptions and assessments arrived at by **Maha-Metro** in relation to the Project or the work to be executed pursuant to this bidding process. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements & information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations & analysis and should check the accuracy, adequacy, correctness, reliability & completeness of the assumptions, assessments, statements and information contained in the Bidding Documents and obtain independent advice from appropriate sources.

Information provided in the Bidding Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **Maha-Metro** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Maha-Metro, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this bidding stage.

Maha-Metro also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements / information contained in the Bidding Documents.

Maha-Metro may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents. Maha-Metro also reserves the right to change any or all conditions/ information set in the Bidding Documents at any time by way of revision, deletion, up-dation or annulment through issuance of appropriate addendum as Maha-Metro may deem fit without assigning any reason thereof.

The issue of the Bidding Documents does not imply that **Maha-Metro** is bound to select a Bidder or to appoint the selected Bidder for constructing the work envisaged under the Bidding Documents and **Maha-Metro** reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Maha-Metro** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bid and **Maha-Metro** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

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PART 1 - Bidding Procedures Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids, specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are specified in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.

2. Source of Funds

2.1 The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called "funds") from **European Investment Bank (EIB)**, toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued (**Refer BDS**).

3. Corrupt and Fraudulent Practices

- 3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Agency to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a government- owned entity-subject to ITB 4.3-or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser 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 subcontractor 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 Purchaser for the Contract implementation; or
 - (h) has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or

- (ii) Would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract
- 4.3 The Agency's eligibility criteria to bid are described in Section V Eligibility criteria and social and environmental responsibility.
- 4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5. Eligible Goods and Related Services
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Agency may have their origin in any country in accordance with Section V, Eligibility criteria and social and environmental responsibility.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART I - Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- · Section III. Evaluation and Qualification Criteria
- · Section IV. Bidding Forms
- · Section V. Eligibility criteria and social and Environmental responsibility
- · Section VI. Agency Policy-Corrupt and Fraudulent practices

PART II - Supply Requirements

• Section VII. Schedule of Requirements

PART III - Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

PART IV - Contract

- Annexure E-Tendering Procedure
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from Bid portal of the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail (replaced in BDS).
- 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 or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Document shall communicate within date and time the Purchaser in writing at the Purchaser's e mail address as **specified in the BDS**. The Purchaser 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 Purchaser shall also promptly publish its response at e- Bid portal of the purchaser **identified in the BDS**. No bidder shall be intimated individually.

- 7.2 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage (as specified in BDS).
- 7.3 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting or as specified in BDS.
- 7.4 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 Purchaser 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 as specified in BDS.

8. Amendment of Bidding Document

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

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser 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 Purchaser, 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 into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules, in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1(as specified in BDS);
 - (d) alternative bids, if permissible, in accordance with ITB 13(as specified in BDS);
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (h) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (i) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (j) documentary evidence in accordance with ITB 16 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (k) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid (as specified in BDS).

12. Letter of Bid, Statement of Integrity and Price Schedules

12.1 The Letter of Bid, the Statement of Integrity and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms 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.

13. Alternative Bids

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

14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Price Schedules shall conform to the requirements specified below
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if specified in the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP & other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the RDS
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility criteria and social and environmental insurance services from any eligible country in accordance with Section V, Eligibility criteria and social and environmental responsibility. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility criteria and social and environmental responsibility. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Purchaser's Country:
 - the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the BDS; and
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
 - (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, & other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified** in the BDS.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section VII Schedule of Requirements:
- (i) the price of each item comprising the Related Services (exclusive of any applicable taxes);
- (ii) all custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

15. Currencies of Bid and Payment

15.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the BDS. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the BDS.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Period of Validity of Bids

- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19 Bid Security

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- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing declaration or a bid security, as specified in the BDS, in original form and, in the case of a bid security, in the amount and currency specified in the BDS.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms or as specified in BDS.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified in the BDS,

From a reputable source from an eligible country as specified in Section V-Eligibility criteria and social and environmental responsibility. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser'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 Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract & furnishing the Performance Security pursuant to ITB 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7 The Bid Security may be forfeited, or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) Furnish a performance security in accordance with ITB 42.
- 19.8 The bid security or Bid- Securing Declaration of a JV must 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 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 11.2or as specified in BDS.
- 19.9 If a bid security is not required in the BDS, pursuant to ITB 19.1, and:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit 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, (Modified as per BDS).
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 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.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21 Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and 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 or as specified in BDS.
- 21.2 Unless specified in BDS, the inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder:
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid

22 Deadline for Submission of Bids

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 22.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

23.1. The Purchaser shall not consider any bid that arrives after the dead line for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal, Substitution, and Modification of Bids

- 24.1 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 (the power of attorney) in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and or as specified in BDS;

- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22 or as specified in BDS.
- 24.2 Bids requested to be withdrawn in accordance with ITB shall be returned unopened to the Bidders or as **specified in BDS**.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25 Bid Opening

- 25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further as specified in the BDS.
- 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 Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1) or as specified in BDS.
- 25.4 The Purchaser 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 or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26 Confidentiality

- 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

27 Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser 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 Purchaser shall not be considered. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB 31.

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

28 Deviations, Reservations, and Omissions

- 28.1 During the evaluation of bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Bidding documents:
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.

29 Determination of Responsiveness

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission

30. Non-conformities, Errors and Omissions

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

31. Correction of Arithmetical Errors

- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, n and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

32. Conversion to Single Currency

- 32.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as **specified in the BDS**
- 33. Margin of Preference
- 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply
- 34. Evaluation of Bids
- 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the BDS)**, the Purchaser shall consider the following:
 - (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1:
 - (b) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3:
 - (e) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria;
- 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.
- 34.4 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
- 34.5 Unless otherwise specified in BDS, the Purchaser's evaluation of a bid will exclude and not take into account:
 - in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) in the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;
 - (d) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.
- 34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and method and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected.

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.

36. Qualification of the Bidder

- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 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.

36.3 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 Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser 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

38. Award Criteria

38.1 Subject to ITB 37.1, the Purchaser 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

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents

40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Purchaser 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 Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Agency that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract

42. Performance Security

- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. 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 Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country
- 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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	ITB Clause
General	
ITB 1.1	The Purchaser is: Maharashtra Metro Rail Corporation Limited Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Rangehill) of Pune Metro Rail Project.
	The identification number of ICB is: P1-T04/2018
	The number, identification and names of the lots (contracts) comprising this ICB are: Single lot.
ITB 2.1	The name of the Project is: Pune Metro Rail Project (Maharashtra Metro Rail Corporation Limited)
	Source of fund for this work: This work shall be funded from EQUITY of Government of India and Government of Maharashtra.
ITB 4.1	Maximum No. of JV Partners allowed is THREE (03). The lead partner in case of a JV/Consortium shall be the one who meets relevant qualification criteria in Section III of the bid document.
	Lead partner must have maximum share in JV and not less than 40% participation in the JV/Consortium.
	Partners having less than 20% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
	In case of a JV/Consortium, the Lead Partner is required to submit the Performance Guarantee against the warranty.
A. Contents	of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, all correspondence to be made through mail to the below mentioned email address and addressed to GM, Procurement, Maharashtra Metro Rail Corporation Limited:
	Email address: - mahametro.tenders@gmail.com
	All correspondence from Maharashtra Metro Rail Corporation Limited pertaining to this Bid till award of the work shall be done by authorized representative of Maharashtra Metro Rail Corporation Limited. The Bidders are advised to regularly check their email ID registered with their user account at e-Bidding portal https://mahametrorail.etenders.in for any Update/addendum/corrigendum/pre-Bid and post-bid queries / any other correspondence by the Purchaser.
ITB 7.1.1 (Additional para)	Should the Bidder for any reason whatsoever, be in doubt about the meaning of anything contained in the Bid Documents or the extent of detail in the Works Requirements (General Specification and Technical Specification) and Bidding Drawings, the Bidder shall seek clarification from Maharashtra Metro Rail Corporation Limited, not later than the date specified. Bidders are advised to use the format attached in Section IV: Bidding Forms (Form for seeking clarification) while seeking clarifications.

ITB 7.1.2 (Additional para)	Maharashtra Metro Rail Corporation Limited shall endeavor to respond to the questions raised or Clarifications sought by the Bidders in the form of Corrigendum/Clarification in the e-Bid portal of Maharashtra Metro Rail Corporation Limited only.
ITB 7.1.3 (Additional para)	Maharashtra Metro Rail Corporation Limited may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders and shall be published on e-Bid portal of Maharashtra Metro Rail Corporation Limited. All clarifications and interpretations issued by Maharashtra Metro Rail Corporation Limited shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by Maharashtra Metro Rail Corporation Limited or its employees or representatives shall not in any way or manner be binding on Maharashtra Metro Rail Corporation Limited.
ITB 7.2	A Pre-Bid meeting shall take place at the following date, time and place: As per NIT
	Place: The Office of Maharashtra Metro Rail Corporation Limited, 1st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.
ITB 7.3	The Bidder is requested to submit any questions / queries in writing (in PDF & Word format), to reach the Purchaser before the date and time specified for Pre-Bid meeting in NIT. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail.
ITB 7.4	Minutes of the pre-Bid meeting, 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-Bid portal of Maharashtra Metro Rail Corporation Limited in accordance with ITB 6.3
ITB 8.2	Such modification in the form of an addendum will be uploaded on the e-Bidding portal https://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GCC and Clause 1 of SCC, the provisions in any such addenda shall take priority over the Invitation to Bidders and Bidding Documents previously issued. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. These all addendums, corrigendum and clarifications shall be part of the contract agreement.
B. Preparati	on of Bids
ITB 10.1	The language of the bid is: English.
	All correspondence exchange shall be in the English language . Language for translation of supporting documents and printed literature is English.
ITB 11	Documents Comprising the Bid
ITB 11.1(d)	Alternative bid is not permissible.
ITB 11.1(k)	The bid documents shall include the bid document including corrigendum/ addendum/ clarifications provided by the Purchaser in the e-Bid portal of Maharashtra Metro Rail Corporation Limited during the course of Bid Process. Failure by the bidder to upload the same shall render the bid to be considered as non-responsive and the bid shall not be evaluated further.
ITB 11.1 (l) (Additional para)	The Bidder has to submit declaration as per Form No.22 (Undertaking for Downloading Bidding Documents) stating that "We have downloaded Document along with the set of enclosures issued by Maharashtra Metro Rail Corporation Limited", we confirm that the same 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 at any stage.
ITB 11.3	As per Letter of bid in Section IV
ITB 11.4	Technical Package
(Additional	
para)	

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ITB 11.4.1	The Bidder shall submit (through e-Bid portal of Maharashtra Metro Rail Corporation Limited) 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:
	i. Complete bid documents along with addendum / corrigendum / clarifications issued online
	ii. Copy of Power of Attorney signing the bid. iii. Scanned copy of Bid Security (BG)
	 iv. Scanned copy of POA of each member in case of JV / Consortium v. All formats given in Bidding Format Section IV, except Price Schedule form & Statement of pricing for unqualified withdrawal of conditions/qualifications and deviations.
	vi. Certificate of registration of bidder's company with appropriate authority. vii. Work experience certificate and other qualifications certificates as given in Evaluation of Qualification under Section III.
	viii. Outline Quality Plan as per Schedule of Requirement. ix. Contractor's Technical Proposals as per Schedule of Requirement.
	The Bidder may be requested by Maharashtra Metro Rail Corporation Limited in writing to amplify, explain and develop the Contractor's Technical Bid in substantially greater detail during the detailed technical package evaluation period such that they may be confirmed as complying clearly with Works Requirements and, in accordance with ITB Para 8.4 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Bid that the Purchaser (at its sole discretion) considers clearly conforming will form part of the Contract.
	The Bidders shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015) and in accordance with paragraph B4.2 herein, can be incorporated into the contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract. All these correspondence shall be in writing.
ITB 11.5 (Additional para)	Financial Package
ITB 11.5.1 (Additional para)	Completed Pricing Document including all costs associated with or required to be incurred for the purpose of execution of the Contract in accordance with the terms thereof. The Bid Total Price including Taxes and Duties, Unit Prices of Items also. The price to be quoted shall be the total price of the Bid as elaborated in Price Schedule .
	Statement of pricing for unqualified withdrawal of conditions / qualifications and deviations.
ITB 11.5.3 (Additional para)	The Financial Package should be separately completed, each page duly signed and stamped and submitted / uploaded as per procedure in e-Bid portal. No pricing information shall be submitted in any manner except in the Financial Proposal.
	The Financial Bid and price schedule or any pricing information, if submitted by the Bidder along with the Technical Proposal or in any other manner other than the Financial Proposal provided in Part 4 (price to be quoted/uploaded in the commercial envelope of e-Bid portal only), will render the bid liable for rejection.

ITB 12.2 (Additional para)	The Letter of Bid with all Schedules / Forms shall be completed and signed by a duly authorized and empowered representative of the Bidder. If the Bidder comprises a Consortium the Letter of Bid shall be signed by a duly 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.
ITB 13.1	Alternative bids shall not be permitted.
ITB 14.3	The prices quoted by the Bidder shall be fixed and not adjustable.
ITB 14.4	Prices should be quoted for each item of Fastening System as per schedule of requirement.
	No discounts are allowed.
ITB 14.5	The Incoterms edition is Incoterms 2010.
ITB 14.8 (b) (i)	Place of Destination: Pune.
ITB 14.8(a) (iii); (b)(ii) and (c)(v)	Final destination (Project Site): Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer and Delivery should be on DDP/Pune basis as per bid document inclusive of all taxes, levies, cess and Custom duty etc. as applicable in the purchaser's country. Custom duty to be paid by the supplier which is not to be reimbursed by MAHARASHTRA METRO RAIL CORPORATION LIMITED. Custom duty shall include basic custom duty, counter vailing duty and additional custom duty. The unloading, stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies, Cess payable as per GST, as applicable in the purchaser's country are to be borne by supplier.

ITB 14.8 (Additional para)

Bidders are being informed that,

1) The rates quoted are DDP/Pune inclusive of Custom duty. Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's country, Custom duty to be paid by the supplier, which is not to be reimbursed by Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions.

Waiver of Taxes / concessional custom duty etc.

- 2) Government of India, vide notifications No.42/96 customs dt.23.7.1996 as amended time to time in exercise of powers conferred by subsection (6) of heading 98.01 of the first schedule in the custom tariff has notified Metro Rail project in the category of project import for assessment of custom duty at concessional rate. All the process of project import registration, deposits of security money (if any) to custom authority and refund back after the completion of imported supplies shall be responsibility of supplier. The supplier shall indemnify Maharashtra Metro Rail Corporation Limited of clearance and projects imports proceedings. Upon receipt of request from supplier, Maharashtra Metro Rail Corporation Limited will facilitate a recommendation /sponsoring letter from State Government for project import registration as per Notification No.25/2014. The supplier shall submit the copies of project import registration proceedings, bill of entry & custom duty documents to Maharashtra Metro Rail Corporation Limited for official records.
- 3) Bidders are being informed that, the rates quoted are DDP/Pune inclusive of Custom duty. Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's country, Custom duty to be paid by the supplier, which is not to be reimbursed by Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions.

All the work of project import registration & custom/ port clearance to be done by supplier at own cost. Maharashtra Metro Rail Corporation Limited will facilitate recommendation/ sponsoring letter from Ministry of Urban Development / Government of India for Project import registration.

ITB 14.8 The Contractor shall maintain details of GST paid to Government of India and Government (Additional of Maharashtra and submit:

para) contd..

- Certificate of the Chartered Accountant/Cost Accountant in regard to turnover of the Contractor relating to Pune Metro Rail Project of MAHARASHTRA METRO RAIL CORPORATION LIMITED.
- The successful Bidder (the Contractor) shall maintain meticulous records in regard to deposit of taxes and duties paid under GST etc. and provide the same with each running bill.
- The Contractor also will have to submit 'No Dues Certificate' for the year / period as and when required by MAHARASHTRA METRO RAIL CORPORATION LIMITED.
- The full and final payment to Contractor will be made only after documents as required above are furnished by him and checked by MAHARASHTRA METRO RAIL CORPORATION LIMITED.

All payments will be subject to TDS provisions in force from time to time.

Documents with regard to Custom duty will be required to be submitted.

In view of above, the Bidders are advised to quote the price inclusive of all taxes, levies, duties, Cess as per GST/Custom tariff act, royalty, etc. and other incidental charges required to fulfill the tender conditions including statutory deduction viz., TDS towards Income Tax etc. after considering ITB 14.7 to 14.18 above. (including custom duty)

TDS for import item shall not be applicable.

The Employer / Purchaser may get, from the Government, partial or complete waiver of taxes under GST, royalties, Labour, cess, & other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid under GST etc. and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section IV: Bidding Forms (Form 23).

With the Bid submission, the Bidder shall submit the Proforma of undertaking provided in Section IV: Bidding Forms (Form 24) stating that registrations under various fiscal and labour laws like GST, Profession Tax, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, shall be obtained by the bidders in the event of award of the work.

ITB 15.1

- (a) The currency of the Bid shall be **Indian National Rupees** (**INR**) and foreign currencies (US Dollar / Euro) as mentioned in Financial Bid and applicable exchange rate shall be as on 28 days before the final date of closing of bid submission on E-Tender portal of Maha-Metro and as per foreign exchange rate of www.fbil.org.in (Forwards Benchmark India Pvt. Ltd. of RBI).
- (b) The currency(ies) of the payment shall be Indian National Rupees (INR) or foreign currencies as quoted by the bidder in financial bid. The commission paid towards the exchange of foreign currencies shall be recovered from the bill of the contractor.

ITB 16.2 Bidder's Technical Proposals as per schedule of requirement.

ITB 16.5

Outline Quality Plan: The Bidder shall submit Outline Quality Plan as per schedule of requirement to form part of his Bid an Outline Quality Plan illustrating the intended means of compliance with the Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015). The Outline Quality Plan shall contain sufficient information to

	demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirements of the Contract.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not Applicable.
ITB 17.2(a)	Manufacturer's authorization is required.
ITB 17.2(b)	After sales service is : not required.
ITB 18.1	The bid validity period shall be: 180 days.
ITB 18.3(a)	The bid price shall not be adjusted in event of delay in award.
ITB 19.1	A Bid Security is required in One part In Indian Rupees (INR).
	INR 3.6 Million (Three point six Million) in form of Unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank (including scheduled Commercial foreign bank) having business office in India, in the form of Bid Security as per Form in Section-IV: Bidding Forms. The postal address, E-mail ID & telephone no. of issuing branch of BG must be mentioned in the Bank Guarantee or covering letter of issuing bank.
	 (a) 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 Maharashtra Metro Rail Corporation Limited at address specified in Bidding Documents, within 3 working days from the time and date scheduled for handing over the Bidding Documents (online). (b) 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 & rejected outright. (c) Bankers Detail of Purchaser for issuance of BG for Bid Security as per SFMS Bank
	 BANK NAME: Bank of Maharashtra Branch with Address: 01150 PUNE MAIN BRANCH, LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-411005
	3. Bank Account Name: Maharashtra Metro Rail Corporation Limited
	4. Bank Account No.: 60274237292
	5. Bank Account type: Current Account 6. IFS Code: MAHB0001150
	0. If 3 Code. MAI 150001130
ITB 19.2	Bid Securing declaration is not permitted.
ITB 19.2(d)	The Bidder shall submit with his Bid a Bid Security for the sum mentioned in BDS/NIT in
, ,	the form of BG as specified in ITB 19.1 above.
ITB 19.8	The Bid security, in the forms, as specified in ITB 19.1 above shall be submitted by the lead member in case of JV/Consortium.
ITB 19.9	Not applicable as Bid Security is required in this bid.
ITB 20.1	Replacement for ITB as under: -
	Bid to be submitted through e-tender portal of Maharashtra Metro Rail Corporation Limited only.
	The Bidder shall prepare, and upload scanned copy of the Bid Security (in the form of BG), the documents for Pre-Qualification Package, Technical Package of the Bid, and the Financial Package of the Bid, along with the entire bid document digitally signed by the authorized representative of the bidder described in ITB 11.

ITB 20.2	***The entire Bid Document available on e-Bid portal of Maharashtra Metro Rail Corporation Limited with all corrigendum and Addendum issued from time to time and requisite and enclosures described and directed in bid documents shall be Up loaded on the e-Bid portal of Maharashtra Metro Rail Corporation Limited by the authorized representative / signatory on behalf of the bidder with his digital signature. The bidder who fails to upload as mentioned aforesaid, his bids shall be treated as non-responsive and not considered for evaluation. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A written power of attorney authorizing the signatories of the Bid to commit each member of the JV. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms (Form 9) of these Bidding Documents.
C. Submissi	on and Opening of Bids
ITB 21.1 & ITB 21.2	As stipulated in ITB 20.1 and 20.2 above.
ITB 21.4 (New Para)	Bids shall be submitted through e-Bid portal of Maharashtra Metro Rail Corporation Limited only with clearly marked 'Technical Bid', containing documents comprising the Technical Proposal in accordance with the provisions of ITB, and the other clearly marked 'Financial Bid', containing Schedule of Prices or the Pricing Documents in accordance with the provisions of ITB 14.16 at appropriate section of E-Bid Portal of Maharashtra Metro Rail Corporation Limited.
ITB 22.1	For bid submission purposes: - No physical submission of bid is allowed. The bid submission has to be strictly done through e-Bid portal of Maharashtra Metro Rail Corporation Limited.
	The deadline for online submission of bids is: Date: XX-XX-2018 Time: Uptill:XX.XX Hrs (As per NIT)
	Bidders must submit their bids electronically only. The electronic bidding submission procedures shall be:
	The electronic bidding submission procedures shall be as per (E - Tender procedure) Annexure at Part 4: (Toolkit for using Maharashtra Metro Rail Corporation Limited etender portal)
	The Bidder shall, on or before the date and time given in the Notice inviting Bid, upload his Bid on e-Biding portal (https://mahametrorail.etenders.in) Bidders may refer to e-Bid procedures (Toolkit for using e-tender portal) at Annexure at part 4. The Bidders shall furnish the information strictly as per the formats given in the Bid documents without any ambiguity. The Maharashtra Metro Rail Corporation Limited shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.
	In case of support or help required during online submission or difficulty encountered during online submission, the Bidders may contact the following officials: 1. Prashant Jadhav (E-Tender Support Executive): 020-26051074 / 8879976221 2. Tushar Sontakke (E-Tender Expert): 9167969608
ITB 23.2 (Additional Para)	Maharashtra Metro Rail Corporation Limited will not be responsible for any delay, internet connection failure or any error in uploading the Bid submission. The Bidders are advised to upload their submissions well before the due date and time of Bid submission to avoid any problems and last-minute rush. There is no provision in the online system for late submission in the e-Bid portal of Maharashtra Metro Rail Corporation

ITB 23.3 The Purchaser may, at his discretion, extend the deadline for submission of Bits by issuing an amendment in accordance with ITB, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. ITB 24.1 Bidders may withdraw, substitute or modify its bid prior to the closing date and time of bid submission. However, as the provision of the e-Bid portal, bid security paid online cannot be reverted back by bidder themselves in the event of withdrawal or bid. However, in case the bidder wants to modify the bid submitted within the stipulated time and date (i.e. before closing date and time of submission) mentioned in the bid document for submission of the bid then he may opt for the procedure as specified in the e-Bid portal https://mahametrorail.etenders.in e-Biding toolkit for bidders. ITB 25.1, The bid opening shall take place at: General Manager (Procurement) MAHARASHTRA METRO RAIL CORPORATION LTD Pune Metro Rail Project 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune - 411001 Telephone: 020-26051072 Date: As per NIT The mode of Bidding being only e-tendering mode no physical submission of bid is allowed. The electronic bid opening procedure shall be: The Technical Envelope/ Packages of Online Submitted Bids shall be opened (downloaded) first by the opening committee on due date and time of Bid opening in presence of bidders who choose to remain present. No minimum number of bids is required in order to proceed to bid opening. Add following paragraph below the existing paragraph of ITB 25.1: The Bid Security will be checked for the submission of scanned copy of B.G. of bid from the downloaded documents of technical bid submitted by the bidders and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. The bidders present shall be informed to sign on attendance sheet about their presence for the bid										
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ITB 30.3 Not Applicable	(Additional Para)	Evaluation Criteria' and 'Technical Evaluation' as per ITB 29.4 above, in case the Bidder (applies to each individual member in case of a Joint Venture/ Consortium) is debarred/ blacklisted by Government of India/ State Government/ Government undertaking after the due date of submission of Bid but before opening of financial package by Maharashtra Metro Rail Corporation Limited, they shall inform the same to Maharashtra Metro Rail Corporation Limited in writing within 5 working days of issue of such debarment, failing which it will be considered that the Bidder has willfully concealed the information and the Bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this Bid. Any such debarment will result in disqualification of the Bidder and the Financial Package of such Bidder shall be returned unopened.								
	ITB 30.3									

Maha-Metro

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 Purchaser duly acknowledged and signed by the authorized signatory, within two weeks of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.
ITB 40.5 (Additional Para)	In the event of award of the Contract, the following will be the sequence of events in the order given below: Approval by Competent Authority after concurrence of funding agency (wherever required); Letter of Acceptance with Notice to Proceed; Signing of Contract agreement
ITB 42.1	The Performance Guarantee required in accordance with Clause 18.1 of the GCC shall be for an amount as specified in Section IX. Special Conditions, 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.

Section III Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

1.	Evaluation (ITB 34)	29
2.	Qualification (ITB 36)	. 30-35
3.	Domestic Preference (ITB 33)	. 36-37

- 1. Evaluation (ITB 34)
- 1.1 Evaluation Criteria (ITB 34.6)

Bid Opening and Evaluation:- The Bidder is advised that, he may, if he so desires, be present at the opening of the Technical Packages. The Technical Packages will be reviewed to determine their acceptability and responsiveness to the Purchaser's Requirements. Unacceptable and unresponsive Bid s will be rejected, and the corresponding Financial Package will be returned unopened. Bid s that are not accompanied by a valid Bid Security, or are accompanied by an unacceptable or fraudulent Bid Security shall be considered as non-compliant and rejected.

The Bidders are to note that Financial Packages of only those Bid submissions which are accompanied by valid Bid Security & for which Technical Packages have satisfied the review as per criteria mentioned in (Examination of Bid's and Determination of Responsiveness, Correction of Errors), will be opened and the Bid sums posted. The date, time and place of opening of Financial Packages will be advised to Bidders who's Technical Package have been found acceptable so that they can be present at the stipulated time of opening of the Financial Packages.

Clarification of Bids:- During technical evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of the Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

Examination of Bids and Determination of Responsiveness, Correction of Errors:- Prior to the detailed evaluation of Bids, the Purchaser will determine whether each bid:

- (i) meets eligibility criteria as given in Section III;
- (ii) has been properly signed;
- (iii) is accompanied by the required Bid Security; and
- (iv) is substantially responsive to the requirements of the Bid Documents.

A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one:

- (i) which affects in any substantial way the scope, quality or performance of the materials to be supplied; or
- (ii) which limits in any substantial way, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (iii) which is inconsistent with the Bid Documents and whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bidders; or
- (iv) which includes a deviation from the Bid Documents which would render the materials to be supplied, or any part thereof, unfit for their intended purpose; or
- (v) which limits the validity of the Bid by conditional offer.
- (vi) which fails to commit Bid as per Section VII Schedule of Requirements (under List of Goods and Delivery Schedule).

The bidder must quote fixed price for entire items and quantities as Single Lot as mentioned in schedule of requirement, so that the Bid price covers all supplier's obligations mentioned in or to be reasonably inferred from Bid document.

The Purchaser may waive any minor deviation, non-conformity or irregularity in a Bid that does not constitute a material deviation.

If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.2. Multiple Contracts (ITB 34.4)

Evaluation will be done for entire items and quantities as Single Lot as mentioned in schedule of requirement.

2. Qualification (ITB 36)

After evaluation of Technical Bid received electronically via E-tender portal of MAHARASHTRA METRO RAIL CORPORATION LIMITED, the Financial/Commercial Package/Envelope of bid of technically successful bidder shall be opened. Requirements not included in the tables below shall not be used in the evaluation of the Bidder's qualifications.

Compliance Bequirements

Form CON-2

Must meet

Eligibility and Qualification Criteria			Compliance Requirements				Documentation	
			Single	Joint Vent				
No	Subject	Requirement	Entry	All parties Combined	Each Member	Lead Member	submission requirements	
1. Elig	ibility							
1.1	Nationality	Nationality in accordance with ITB4.3	Must meet requireme nt	NA	Must meet requirement	Must meet requirement	Forms ELI - 1.1 and 1.2, with attachments	
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requireme nt	NA	Must meet requirement	Must meet requirement	Letter of Bid	
1.3	Agency Eligibility	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requireme nt	Must meet requirement	Must meet requirement	Must meet requirement	Statement of Integrity (appendix to Letter of Bid)	
1.4	Government Owned Entity	Meets conditions of ITB4.3	Must meet requireme nt	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI-1.1 and 1.2, with attachments	

^{2.1} History of Non- Non-performance of a contract¹ did not Must NA Must meet

	Periorining	occur as a result of supplier default in	meet		requirement	requirement	
	Contracts	the past 5 years.	requirem				
2.2	Suspension	Not under suspension based on	Must	NA	Must meet	Must meet	Application Submission
	Based on	execution of a Bid Securing	meet		requirement	requirement	Form
	absence of Bid	Declaration pursuant to ITB 4.4 or	requirem			•	
	Security	withdrawal of a Bid pursuant ITB 19.9.	ent				

Non-performance, as decided by the Purchaser, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Purchasers 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

Eligibility and Qualification Criteria					Compliance	Requirements		Documentation
					Joint Ventu	re (existing or	intended)	
No	Subject	Requirement	Sing Ent		All parties Combined	Each Member	Lead Member	submission requirements
2.3	Pending Litigation	All pending litigation shall in total not reprimore than one hundred percent (100%) or Bidder's net worth and shall be treated as resugainst the Bidder.	f the	Must meet requi reme nt		Must meet requirement	Must meet requirement	Form CON2

2.4	Historical Debarment/	The bidders or any member of JV/ Consortium must not have been banned or blacklisted by any	Must meet	Must meet requireme	Must meet requirement	Must meet requirement	Form CON - 3
	Blacklisting/	Central / State government department / Urban	requir	•	requirement	requirement	COIT
	Termination /	Local Bodies or public sector and such blacklisting	emen				
	Rescind	should not be effective on the date of Bid Submission.	t				
		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.					
		(ITB 4.8) AND					
		Bidders may note that pursuant to their					
		qualification in the 'Prequalification and					
		Evaluation Criteria' & 'Technical Evaluation' as per ITB 29.3 above, in case the Bidder (applies to each					
		individual member in case of a Joint Venture/					
		Consortium) is debarred/ blacklisted by					
		Government of India/ State Government /Government undertaking/ PSUs / Urban Local					
		Bodies etc. after the due date of submission of Bid					
		but before opening of financial package by MAHA-					
		METRO, they shall inform the same to MAHA-METRO in writing within 5 working days of issue of such					
		debarment, failing which it will be considered that					
		the Bidder has willfully concealed the information					
		and the Bidder shall be solely responsible for all implications that may arise in accordance with the					
		conditions of this Bid. Any such debarment/					
		blacklisting will result in disqualification of the					
		Bidder and the Financial Package of such Bidder shall be returned unopened. (ITB 29.6)					
		Shall be returned unopened. (116 27.0)					
3. Finar	ncial Situation and	d Performance					

Tender No.P1-T04/2018

	,			1	,
3.1 Financia Capabili	Net Working Capital {Current Assets - (current liabilities + provisions)} as per latest audited balance sheet and/or from the Banking reference(s). Banking reference(s) should contain in clear terms the amount that the Bank will be in a position to lend for this work to the applicant/member of the Joint Venture /Consortium. 3) In case the Net Working Capital (as seen from the Balance Sheet) is negative, only the Banking reference(s) will be considered, otherwise the aggregate of the Net Working Capital and submitted Banking reference(s) will be considered for working out the Liquidity. 4) The Banking references should be from a Scheduled Bank in India or from an International Bank of repute (in case of foreign vendors) and it should not be more than 3 months old as on the date of submission of bids. 5) In case of JV:- Requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the requirement for his portion. 6) In case the applicant is a Joint Venture/Consortium and if Banking Reference is issued by the bank in favour of the Joint Venture/Consortium for this contract, then it will be considered for the Bidder and if the Banking reference(s)is issued in favour of any member of JV/Consortium it will be considered only for that member. 7) The audited balance sheets, other financial statements acceptable to the Purchaser, for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its	requirement	Must meet requirement as per their % share in JV	Must Meet requirement	FORM FIN-3.1. with attachment Form FIN-3.5

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
		,	Joint Venture (existing or intended)				
No	Subject	Requirement	Single Entry	All parties Combin ed	Each Member	Lead Membe r	submission requirements
3.2	Average Annual Turnover	Minimum average annual turnover of INR 144 Million calculated as total certified payments received for contracts in progress and/or completed within the last 5 years. All partners put together should meet the minimum requirement as per their percentage participation.	Must meet require ment	Must meet requirement	Must meet minimum [twenty] per cent [20%] of the requireme nt	at least [forty] per cent [40%] of the	Form FIN-3.2 Example: Let Member- 1 has percentage Participation = M and Member - 2 has = N. Let the average Annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be = (AM+BN) / 100
3.3	Profitability	Profit before Tax should be Positive during last 2(two) years or any three years, out of the last five audited financial years In Case of JV - The profitability of only lead member shall be evaluated.	Must meet require ment	NA	NA	Must meet requireme nt	Form FIN 3.1
3.4	Net Worth	Net Worth of Bidder should be greater than or equal to INR 72 Million. In Case of JV, the net worth will be based on the percentage participation of each member and the algebraic sum total of Net Worth of all the members as per the latest audited balance sheets shall be considered the Net Worth of the Bidder.	Must meet require ment	Must meet requirement	Must meet requireme nt	Must meet requiremen t	Form FIN - 3.1

3.5	Bid Capacity Criteria	Bid Capacity: The Bidders will be qualified only if their available bid capacity is more than INR 720 million. Available bid capacity will be calculated based on the following formula: Available Bid Capacity = 2*A*N - B Where, A = Maximum of the value of works executed in any one year during the last five financial years (updated to 31.03.2018 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year). N = No. of years prescribed for completion of this work B = Value of existing commitments as on first day of the month of this Bid submission i.e., for on-going supply works during period of next 12 months has to be submitted by Bidder in form FIN 3.4	Must meet require ment	Must meet requirement	NA	A certificate issued from a chartered accountant certifying A and B values must be enclosed.
		submitted by Bidder in form FIN 3.4				

The Bidder shall submit details of work executed by them in the Performa of Form EXP 4.1 for the works to be considered for qualification of work experience criteria. 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. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.

- 1) Bidder shall furnish year wise and consignee wise details of supply during last seven years.
- 2) The bidder shall also furnish the details of supplies made for the goods being procured in this contract. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/MRTS Project, where used/being used, the design speed and axle load of the section, quantity of fastenings supplied and period of supply. The details of address, contract person, fax/e-mail is also to be furnished. In absence of the above statement/details, offer will be summarily rejected.
- 3) Quantity of successfully delivered portion of any supply up to Bid submission date will also be considered for qualification of experience criteria.
- 4) For completed supply, value of work done shall be updated to Bid submission date price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
- 5) Full (100%) experience for previous works of the JV shall be considered, if the claiming member of the JV has at least 65% share in previous consortium/ JV for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to

4. Experien	nce						
	nilar perience	Work Experience: The Bidder will be qualified only if they have completed work(s) during last ten (10) years ending the first day of the bid submission month, as given below: (i) At least one "similar work" **each of value of INR 576 million or more. OR (ii) Two "similar works" ** each of value of INR 360 million or more. OR (iii) Three "similar works" ** each of value of INR 288 million or more. Note: If the bidder is a single bidder of foreign origin or a JV/Consortium member of foreign origin and above similar work(s) have been done by the foreign bidder or partner of JV then in addition to work experience in his own country of origin, the foreign bidder/ foreign partner must have done at least one work of value INR 288 million or more of similar nature outside his country of origin. ** "Similar works" for this contract shall be work of Supply of fastening system for ballast less track for MRTS/Passenger Railway System.	Must requirem ent Must meet requirem ent Must meet requirem ent	Must meet requirement Must meet requirement Must meet requirement	Must have similar work experience Must meet requirement of at least one similar work Must meet requirement of at least one similar work	Must meet requirement Must meet requirement of at least one similar work Must meet requirement of at least one similar work	Form EXP 4.1

4.2	Performance	The fastening system for the ballast less track	Must	Must meet	Must meet	Must meet	
	Criteria	proposed to be supplied by the Bidder under this		requirement	requirement		
	Criteria	• • • • • • • • • • • • • • • • • • • •		requirement	requirement	requirement	
		contract is to conform to Annexure-C2; Part-A:	•				
		Performance criteria of fastening system for					
		ballastless track on Metro Railways/MRTS system					
		issued by M.O.R, Govt. of India vide Procedure					
		for Safety Certification and Technical Clearance					
		of Metro Systems (December 2015) and the					
		proposed fastening system must havethe					
		approval of the Ministry of Railways, Government					
		• • • • • • • • • • • • • • • • • • • •					
		of India as <u>on date of opening of Bid</u> .					
		The proposed fastening system must have					
		satisfactory performance record for minimum 5					
		years in service in ballastless track on					
		•					
		established Metro Rail System or on Mainline.					
		The Bidder shall substantiate the above					
		compliance by producing the certificate from					
		Metro/Railway Administration.					
		not of the true of					
				1		.1 000/ 1	

the percentage share of participation in the previous JV shall be considered. However, if any member has less than 20% share in previous JV/consortium, his experience shall not be considered for evaluation.

Annexure-B

Section III-A: Domestic Preference (ITB 33.1)

Provision under "Make In India Policy-2017"

(For 'Divisible' works)

Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No.P-45021/2/2017-B.E.-II dt.15th June 2017, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017 and K-14011/26/2018-MRTS-II, Government of India date 27th July 2018, shall be applicable in this tender.

1. Make in India Policy: 'Local Content' (Applicable to this bid):-

The salient features of the said policy are highlighted below:-

- i. Local Content: 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii. **Local Supplier:** 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum 'Local Content' as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

The minimum 'Local Content' for the work shall be 80 % which should be certified as below:-

- a. The 'Local Supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum 'Local Content' and shall give details of the location(s) at which the local value addition is made.
- b. The 'Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or a practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of 'Local Content", wherever the value of procurement exceeds Rs.10 Crores.
- c. A committee with internal & external experts for independent verification of self-declarations and auditor's/accountant's certificates may be constituted on random basis and in case of complaints.
- d. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 2. Purchase Preference: (Applicable to this bid):-

The 'Margin of Purchase Preference' shall be 10%.

The procedure for purchase reference shall be applied as contained in the above-mentioned Order and salient features are highlighted below. For the purpose of this procedure, the procurement under this package is considered as 'divisible'.

In the procurements of goods which are divisible in nature, the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1 if L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1 Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference (10%), and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.

In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers. Then such balance quantity may also be ordered on the L1 bidder.

Note:

- 1. Bidder should note that all required document as stipulated in this section are duly filled and signed by concerned statutory auditor or cost auditor or from a practicing cost accountant or a practicing Chartered Accountant, as case maybe, along with self-certification that the item offered meets the minimum 'Local Content' and shall give details of the location(s) at which the local value addition is made duly signed by POA for said Bid duly scanned and uploaded in the Pricing Document i.e. Part 4 of the E-tender portal of Maha Metro.
- 2. In case bidder fails to upload the details required as stipulated in Point No. 1of note above then he shall be evaluated to be a bidder whose bid has local content lesser than stipulated 80%.
- 3. Additional Bank Guarantee of 10% to be submitted by the firms availing margin of purchase preferences criteria.

SECTION IV

BIDDING FORMS

TABLE OF FORMS

- 1. Letter of Bid
 - Appendix to Letter of Bid-Statement of Integrity, Eligibility and Social and Environmental Responsibility
- 2. Form ELI-1.1: Bidder Information Form
- 3. Form ELI-1.2: Bidder's JV Information Form
- 4. CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History
- 5. CON-3: Historical Debarment/ Blacklisting/ Termination/ Rescind
- 6. Form FIN-3.1: Financial Situation and Performance
- 7. Form FIN-3.2: Average Annual Turnover
- 8. Form FIN-3.4: Current Contract Commitments / Works in Progress
- 9. Form FIN-3.5: Proforma for Banking Reference for Liquidity
- 10. Form EXP-4.1: Experience
- 11. Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported
- 12. Price Schedule: Goods Manufactured in the Purchaser's Country
- 13. Form of Bid Security (Bank Guarantee)
- 14. Form for seeking clarification on Bidding Documents
- 15. Manufacturer's Authorization
- 16. Form of Power of Attorney for signing of Bid
- 16-A Power of Attorney for Lead Member of Consortium
- 17. Copyright Undertaking
- 18. Statement of Deviations
- 19. Pricing of unqualified Withdrawal of Conditions, Qualifications, Deviations, etc.
- 20. Undertaking for transfer of Technology
- 21. Scope of work compliance undertaking
- 22. Undertaking for Downloaded Bidding Documents
- 23. Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amounts due from balance due.
- 24. Undertaking for obtaining registrations under various fiscal and labour laws
- 25. Form of Joint Bidding Agreement

Letter of Bid

Maha-Metro

[The	Letter of Bid Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]
_	Date:
	ICB No.:
	Invitation for Bid No.:
	Alternative No.:
т	
To:	the undersigned, declare that:
	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 (ITB8)
(b)	We have no conflict of interest in accordance with ITB 4;
(0)	The flate his commet or interest in accordance with 115 ty
(c)	We have not been suspended nor declared ineligible by the Purchaser based on execution of a
(c)	
	Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4.
(d)	We offer to supply in conformity with the Bidding Documents and in accordance with the
	Delivery Schedule specified in the Schedule of Requirements the following Goods:
(e)	The total price of our Bid, excluding any discounts offered in item (f) below is:
` '	
(f)	In case of only one lot, total price of the Bid
(')	in case of only one tot, total price of the sid
(a)	In case of multiple lots, total price of each lot
(g)	in case of multiple tots, total price of each tot
(L)	
(h)	In case of multiple lots, total price of all lots (sum of all lots)
(i)	The discounts offered and the methodology for their application are: NOT APPLICABLE
	i. The discounts offered are:
	ii. The exact method of calculations to determine the net price after application of discounts
	is shown below:
(j)	Our bid shall be valid for a period of 180 days from the date fixed for the bid submission
())	deadline in accordance with the Bidding Documents, and it shall remain binding upon us and
	may be accepted at any time before the expiration of that period;
	may be accepted at any time before the expiration of that period,
(1.)	If a mobil is a constant of the charity and the charity and the charity of the ch
(k)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42
	of the Bidding Documents;
(l)	We are not participating, as a Bidder or a subcontractor, in more than one bid in this bidding
	process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with
	ITB13;
(m)	We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding
` '	process or execution of the Contract:
	Name of Recipient Address Reason Amount
	[If none has been paid or is to be paid, indicate "none."]
	[1] Hothe has been paid of is to be paid, malcate Hothe.]
(-)	We understand that this hid together with your written account of the section 1911
(o)	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

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(q) 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	f of the Bidder**
Title of the person signing the Bid	
Signature of the person named above	
Date signedday	of

Note: Para (e) to (h) of letter of bid are not to be included in Technical Proposal

^{*:} 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

Appendix to Letter of Bid Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid: ("Contract")

To: ("Contracting Authority")

- 1. We recognize and accept that EIB only finances projects of 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 EIB and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
- 2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganization 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 a EIB -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/debarr⁴;
 - 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
- 3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of EIB 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 EIB 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 EIB, 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 subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany.
- 6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
- 7. We, as well as members of our joint venture and our subcontractors authorize EIB 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 EIB.

Name:	_In the capacity of
Signature:	
Duly empowered to sign the bid in the	ne name and on behalf of ⁵

^{11.}In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this EIB -financed contract.

^{12.}In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this EIB-financed contract.

^{13.}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 ELI-1.1: Bidder Information Form

bidder information rothi
Date:
ICB No. and title:
Page of page
1 450 01 pust
Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration:
[indicate country of Constitution]
Piddor's actual or intended year of incorporations
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name:
Address:
Telephone/Fax numbers:
E-mail address:
1. Attached are copies of original documents of
Articles of Incorporation (or equivalent documents of constitution or association), and/or
documents of registration of the legal entity named above.
In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
In case of Government-owned enterprise or institution, in accordance with ITB 4.3
documents establishing:
Legal and financial autonomy
Operation under commercial law
• Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form No.3

Date: _____

ICB No. and title: _____

Form ELI-1.2:

Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

	Page	_ of	pages
Bidder's JV name:			
JV member's name:			
JV member's country of registration:			
JV member's year of constitution:			
JV member's legal address in country of constitu	ition:		
JV member's authorized representative information Name:			
Address:			
Telephone/Fax numbers:			
E-mail address:			
 Attached are copies of original documents of Articles of Incorporation (or equivalent doregistration documents of the legal entity In case of a Government-owned enterprise financial autonomy, operation in accordance status, in accordance with ITB 4.3. Included are the organizational chart, a list of 	y named above. Se or institution, docum nce with commercial la	ents establishing l w, and absence o	egal and f dependent

CON-2:

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

Bidder's Name:	
Date:	
JV Member's Name	
ICB No. and title:	
Pageof	pages

Non-	Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria				
5] sp Conti	pecified in Section ract(s) not perform	ance did not occur since 1 st January [insert current year in III, Evaluation and Qualification Criteria, Sub-Factor 2.1 med since 1 st January [insert current year number less 5] and Qualification Criteria, requirement 2.1	•		
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency exchange rate and US\$ equivalent)		
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]		
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements					
"No pending litigation in accordance with Section III, Qualification Criteria & Requirements, Sub-Factor 2.3. "Reading litigation in accordance with Section III. Evaluation and Qualification Criteria. Sub-Factor 2.3.					
-	Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.				

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification:	
		Name of Purchaser:	
		Address of Purchaser:	
		Matter in dispute:	
		Party who initiated the dispute: Status of dispute:	

CON - 3

Historical Debarment/ Blacklisting/ Termination/ Rescind (to be completed by the Bidder and by each member of the Bidder's JV)

Bio	dder's Name:	
	Date:	
JV Member's Nai	me	
NCB No. and title:		
Page	of	pages

(1)	(2)	(3)	(4)	(5)
Year (From-	Contracts for which Debarment/ Blacklisting	Debarring Agency	Whether Debarment/ Blacklisting has been	Remarks (*)
To)	occurred in last five years ending on bid submission date including period of debarment/blacklisting.		challenged	,
[insert	Contract Identification:	Name of Employer: [insert	[Yes/No]	
month	[indicate complete contract	full name]	Current Status of	
and year]	name/ number, and any other identification]	Address and Contact information of the Employer: [insert	Debarment: [If Yes, whether the debarment so challenged has been	
	Reason(s) for Debarment: [indicate main reason(s)]	street/city/country & Phone Nos./E-Mail ID of the Employer]	fully settled against or in favor of the contractor or is still pending in dispute resolution mechanism/judiciary.]	

Debarment/Blacklisting History shall include all contracts where:

- (a) Debarment/Blacklisting was not challenged by the contractor, including through referral to the dispute resolution mechanism or judiciary,
- (b) Debarment/ Blacklisting occurred for a duration which is falling in the bracket of last 05 years i.e. started/ended before bid submission or extended bid submission date,
- (c) Debarment/Blacklisting that were so challenged but fully settled against the contractor,
- (d) Debarment/Blacklisting shall also include contracts where Employers decision was overruled by the dispute resolution mechanism or judiciary,
- (e) Debarment/Blacklisting that were so challenged but not fully settled or is still pending in dispute resolution mechanism/judiciary.

*In case of 'No' in column (4); reason for not challenging the Debarment/ Blacklisting/ Termination/ Rescind to be stated in the remarks column.

In case the Debarment/ Blacklisting/ Termination/ Rescind has not been challenged by the bidder in dispute resolution mechanism or judiciary, the bid of the said bidder shall be rejected assuming that contractor has accepted the blacklisting/debarment/termination/rescind.

FIN-3.1: Financial Situation and Performance

ai Situation and Peri Bid	der's Name:	
	Date:	
JV Member's Name		
Page		page

1. Financial data

Type of Financial information in (currency)		Historic information for previous				
	(amount in o	nge rate*, US	D equivalent)			
	Year 1	Year 2	Year 3	Year4	Year 5	
Statement of Fi	nancial Positi	on (Informati	on from Balaı	nce Sheet)	1	
Total Assets (TA)						
Total Liabilities (TL)						
Total Equity/Net Worth (NW)						
Current Assets (CA)						
Current Liabilities (CL)						
Working Capital (WC)						
Information from Income Stateme	ent					
Total Revenue (TR)						
Profits Before Taxes (PBT)						
Cash Flow Information						
Cash Flow from Operating Activities						

^{*}Refer to ITB 15 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for ______ years pursuant Section III, Evaluation & Qualifications Criteria, Sub-Clause 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the years required above and complying with the requirements

⁶ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

FIN-3.2: Average Annual Turnover

Bi	dder's Name:	
	Date:	
JV Member's Name	e	
ICB No. and title:		
Page	of	pages

		Annual turno	over data
Year	Amount Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and currency]	1 indicate	
Average Annual Turnover *			

^{*} See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

FIN - 3.4: Current Contract Commitments / Works in Progress

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

No.	Name of Contract	Purchaser's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completio n Date	Average Monthly Invoicing Over Last Six Months [INR/month)]
1					
2					
3					
4					
5					

BID CAPACITY CRITERIA

Notes:

- These data shall be certified by the Chartered Accountant with his stamp and signature.
- In the case of a group, the Bid Capacity Criteria will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed.
- The Bid submission of Bidders, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated, shall not be considered for further evaluation and therefore rejected.

FIN-3.5

Proforma for Banking Reference for Liquidity

BANK CERTIFICATE

This Is to certify that M/sis a reputed company with a good financial standing.
If the contract for the work, namely
- S d -
Name of Bank
Senior Bank Manager
Address of the Bank
Change the text as follows for Joint Venture:
This is to certify that M/s
If the contract for the work, namely

(This should be given by the JV members in proportion to their financial participation)

EXP-4.1: Experience

E	Bidder's Legal Name:	Date:			
,	IV Partner's Legal Name:	ICB No	.:		
		Page_		of	pages
	Similar Contract No [insert specific number] of [total number of contracts] required	Information			
	Contract Identification				
	Award date Completion date				
	Role in Contract				
	Total contract amount			US\$	
	If partner in a JV, specify participation in total contract amount	%	US\$		
	Purchaser's Name:				
	Address: Telephone/fax number: E-mail:				

Note: Supplier is required to take the certificate from purchaser for the received of supply against the contract to be mentioned in this certificate. In case if it is not possible to get the experience certificate, then supplier may submit the self-certified copy of experience duly vetted by Statutory Auditor/Chartered Accountant.

Form EXP - 4.1 (cont.) Experience (cont.)

Bidder's Legal Name:	Pageofpages
JV Partner's Legal Name:	
Similar Contract No[insert specific number]	Information
of [total number of contracts] required	
Description of the similarity in accordance with	
Sub-Factor 4.1 of Section III:	
Amount	
Amount	
Physical size	
Complexity	
Methods/Technology	
Oth an Channet minting	
Other Characteristics	

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Form No.11

PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported

	Currencies ir	n accordanc	e with ITB	Sub-Clau	ise 15	Date:		
						Tende	r No:	
						Page N	۱ [°] of	
1	2	3	4	5	6		7	8
Line		Country of	Delivery	Quantity		Pune	Total Price	Remarks
Item N°	Goods	Origin	Date as	and		te in	per Line item	
N			DDP Pune	unit		rdance h ITB	(Col. 5x6)	
			as specified	unit		b)(i) per		
			in			tem in		
			schedule			USD/		
			of		El	JRO		
			require-					
			ment					
1.0	Supply of Track		[insert	Per rail	[inser		[insert total	
	Fastening	country	quoted Delivery	seat	total rate	DDP	price	Price of inland transportation and other services required,
	System for Pune Metro System as		Delivery Date]		curre	ncv-	currency wise of the	all kinds of duties, taxes, cess
	per Technical	Good]	Dutej		wise i	•	line item]	& other levies payable as per
	Specifications		ļ		line i		,	GST etc and inclusive Custom
1.1	2 Hole			174000				Duty as applicable in the
1.1	Fastening			174000				purchaser's country, custom
	System		ļ					duty at concessional rate direct or indirect leviable
1.2	4 Hole			77000				under Central, State or Local
	Fastening							Bodies Acts or Rules, duties,
	System							levies, octroi, tolls, royalties,
								seigniorages, and similar
								imposts to convey the goods to
								their final destination, as
	,							specified in BDS ITB 14.8
					Tot	tal Price		

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]

Note: Bidders shall enclose a separate sheet containing currency-wise price breakup of each component of the system which contains CIF value and applicable taxes; Inland transportation, Custom duty and Custom clearance charges; loading, unloading & stacking, etc.

PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country						currencies in Date:			
						accordance wi Clause 15	th ITB Sub-	ICB No:	
								Alternative	No:
								Page N°	of
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as specified in schedule of require- ment	Quantit y and physical unit	Unit price EXW	Total EXW price per line item (Col. 4*5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final	Cost of local labor, raw materials and components with origin in the Purchaser's Country % of Col. 5	GST and other taxes considered in Col.6 (in accordance with ITB 14.8)	Total Price per line item (Col. 6+7)
1.0	Supply of Track Fastening System for Pune Metro System as per Technical Specifications	[insert quoted Deliver y Date]	Per rail seat	[inser t EXW unit price]	[inser t total EXW price per line item]	destination [insert the correspondi ng price per line item]	[Insert cost of local labor, raw material & components from within the Purchase's country as a % of the EXW price per line item]	[insert GST and other taxes]	[insert total price per item]
1.1	2 Hole Fastening System		174000						
1.2	4 Hole Fastening System		77000						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Total Price

Note: Bidders shall enclose a separate sheet containing price breakup of each component of the system which inclusive of all applicable taxes; Inland transportation; loading, unloading & stacking, etc.

[Signature(s)]

Form No.13

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] Beneficiary: ___ Invitation for Bids No: Date: **BID SECURITY No.: Guarantor:** We have been informed that _ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of under Invitation for Bids No. ("the IFB"). Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a Bid Security. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant: (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document. This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.

Form for seeking clarification on Bidding Documents

Name of the Bidder:

SN	Volume No	Clause No	Bid Condition	Bidder's Queries
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNATURE OF THE BIDDER

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission] ICB No.: [insert number of bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]
WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us:

[insert name and or brief description of the Goods],

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]

Dated on _____, ____[Insert date of signing]

Power of Attorney for signing of Bid

Know all men by these presents, We. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at , who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed by the ***** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meetings and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
OF 2018.
Signature of the Authorized Representative: Initial of the Authorized Representative: Signed before me and the signature is attested
For
(Signature, name, designation and address)
Witnesses:
1.
(Notarized)
2.
Accepted
(Signature)
(Name, Title and Address of the Attorney)
Notes:

- •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.
- •Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- •For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by bidder/members of the Consortium from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form No.16-A

Power of Attorney for Lead Member of Consortium

Whereas the ***** ("the Employer") has invited applications from interested parties for the ***** Project (the "Project").

Whereas, ., ., and. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Instruction to Bidders (ITB) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution

deeds and things as may be necessary in connection with the Consortium's bid for the Project and
its execution.
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
We,having our registered office at
., M/s having our registered
office at having our
registered office at having
our registered office at, (hereinafter collectively
referred to as the "Principals") do hereby irrevocably designate,
nominate, constitute, appoint and authorise M/S
having its registered office at ., being one of the Members of the Consortium, as the Lead
Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").
We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business
for and on behalf of the Consortium and any one of us during the bidding process and, in the event
the
Consortium is awarded the concession/contract, during the execution of the Project and in this
regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things
as are necessary or required or incidental to the pre-qualification of the Consortium and submission
of its bid for the Project, including but not limited to signing and submission of all applications,
bids and other documents and writings, participate in bidders and other conferences, respond to
queries, submit information/ documents, sign and execute contracts and undertakings consequent
to acceptance of the bid of the Consortium and generally to represent the Consortium in all its
Employer in all matters in connection with or relating to or arising out of the Consortium's bid for
the Project and/or upon award thereof for all obligations and liabilities relating to the Project and
in accordance with the terms of the Contract Agreement.
AND bearby, agree to retify, and confirm and do hough, retify, and confirm all pate doods and things
AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things
done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred
by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise
of the powers hereby conferred shall and shall always be deemed to have been done by us/
Consortium.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS
For (Signature)
Name & Title)
For (Signature)
(Name & Title)
For (Signature)
(Name & Title)
Accepted:
Witnesses:
1.
2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- •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.
- •Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- •For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

COPYRIGHT UNDERTAKING

Date												
Date	 •	 •		•	•	•	•	•	•	•	•	

To:

Managing Director
MAHARASHTRA METRO RAIL CORPORATION LTD
The Office of Maha-Metro,
1st Floor, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park,
Pune- 411001.

LETTER OF UNDERTAKING

Contract: Supply of Fastening System for Ballastless Track for North-South Corridor-1 And East-West Corridor-2 including Connectivity to Depot of Pune Metro Rail Project.

We, (name of bidder/ joint venture/JVA) hereby undertake that the tender drawings, both in hard copy and digitized format, and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Pune Metro Rail Corporation shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or subcontractors of the joint venture are, or will be involved with either in India or any other country.

Signed
For and on behalf of
(Name of bidder / joint venture/JVA)

Form No.18 STATEMENT OF DEVIATIONS

Chapter Number	Clause Number	Details Of Deviations	Remarks explaining reasons for deviations and why it may be considered by the employer	withdrawal of each deviation/s

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
- 2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
- 3. We hereby confirm that but for the deviations noted in this Statement of deviation our offer is fully and truly compliant.
- 4. All deviations have been listed and priced in the financial proposal and deviations not priced will be treated as null and void and stand withdrawn at nil price.

SIGNATURE OF THE BIDDER

Note:

- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the Bidder has not proposed any deviations from bidder documents and will provide all equipment as per specifications.
- 2. No deviation is permitted in Performance Criteria which has been defined as per Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015).

Form No.19

Pricing of Unqualified Withdrawal of Conditions, Qualifications, Deviations, etc.

Item	Condition, Qualification, Deviation, etc	Key date affected by each condition, qualification, deviation, etc.	Increase or Decrease for unqualified withdrawal of each conditions, qualification, deviation etc
			Indian Rupees
	'	Total	

Note: In connecting this appendix, the Bidder shall show every key date that will be affected by each condition, qualification, deviation, etc., included in his Financial Package for the unqualified withdrawal of that condition, qualification, deviation, etc.

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
- 2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
- 3. We hereby confirm that but for the deviations noted in Statement of deviation our offer is fully and truly compliant.
- 4. All deviations have been listed and priced in the financial proposal and deviations not priced will be treated as null and void and stand withdrawn at nil price.

SIGNATURE OF THE TENDERER

Undertaking for Transfer of Technology

We hereby certify that we will make credible arrangement for ensuring availability of critical spares and technical support for maintenance and up gradation of equipment/ systems/M&P / Software/ Manuals during their service life.

Signature of authorized representative

Seal

Date

Scope of work compliance undertaking

We hereby confirm that our offer is fully compliant with the scope of work detailed in Tender Specifications, except deviations listed separately in the statement of Deviations and the price of withdrawal of deviations in Section IV Bidding Forms.

(Signature of the Bidder)	
Seal:-	
Date :-	

FORM No. 22

Undertaking for Downloaded Bidding Documents

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal http://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	•••••
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		y	
Phone	Fax	E marcib	••••••••••

Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amount	S
due from balance due	

Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amounts due from balance due
(To be submitted on Bidder's Letterhead)
Dated:
Letter of Undertaking
CONTRACT No. ["Insert Contract No."]
["Insert Name of the 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 MAHA-METRO project to MAHA-METRO. I will maintain proper records as required by MAHA-METRO and relevant statute. I will furnish such records to MAHA-METRO 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 MAHA-METRO 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)

Form No. 24

Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

CONTRACT No. ["Insert Contract No."]

["Insert	Name	of the	Work.	",
----------	------	--------	-------	----

Ι,	(State Name of Director/Partner/ Karta/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
ir	mmediately after award of Contract).

I also undertake to indemnify MAHA-METRO 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)

Form No. 25

Form of Joint Bidding 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. Foreign entities submitting the Bid are required to follow the applicable law in their country)

AA /C

IW/ J,
M/S AND M/S
FOR ()
THIS JV/Consortium Agreement (hereinafter referred to as "Agreement") executed on this
a company incorporated under the laws of
(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 Bidder to execute the Contract Agreement and/or other requisite documents, and to carry out the '' ("Works") for Pune Metro Rail project to be awarded by Maharashtra Metro Rail Corporation Limited (hereinafter referred as "Maha-Metro "or "the Company").
Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".
WHEREAS Maharashtra Metro Rail Corporation Limited desired to engage a contractor for
AND WHEREAS the Consortium of [] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to
AND WHEREAS Para BDS ITB 4.79of the Instructions to Bidder stipulates that the Bidders bidding on the

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

specified in the Bidding Documents.

FORM OF JV/CONSORTIUM AGREEMENT BETWEEN

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

strength of a consortium shall submit a legally enforceable JV/Consortium Agreement in a format

- 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 JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/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 JV/Consortium in discharging all their respective obligations under the Contract with Maharashtra Metro Rail Corporation Limited. Each JV/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 JV/Consortium Members, the Lead Member shall be liable to fulfil such obligation.
- 5. It is agreed that sharing of responsibilities hereto among the JV/Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 6. This JV/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 JV/Consortium.
- 8. It is hereby agreed that in case of selection of bidding consortium as the Successful Bidder, the Parties to this JV/Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the JV/Consortium, as stipulated in the Bidding Documents.
- 9. It is further expressly agreed that the JV/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 JV/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 JV/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 JV/Consortium Members.
- 14. It is hereby agreed that in case of selection of the JV/Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the JV/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 JV/Consortium in such proportion as may be agreed to between us]
- 15. It is agreed by all the Members that there shall be separate JV/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 JV/Consortium shall be discharged through the said JV/Consortium Bank Account only and also all the payments received by the JV/Consortium from the Employer shall be through that account alone.
- 16. It is hereby expressly agreed between the Parties to this JV/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 JV/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 JV or Consortium/Bidder's legal persona and there is or are no other agreements relating to the JV or 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 JV/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	
(Signature) (Signature of authorized representative) Name:	
Witness:	1
Common Seal of	
(Signature) (Signature of authorized representative) Name: Name: Designation: Designation: Place: Date:	
WITNESS	1

Attested:

(Signature)
(Notary Public)

Place:

Date:

Section V.

Eligibility Criteria and Social and Environmental responsibility

- 1. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of res judicata in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this project;
 - iii) are 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;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of res judicata of fraud or corruption or any other offence committed in contract procurement or performance;
 - vii) Are subject to an exclusion decision of the World Bank, and are listed on the website http://www.worldbank.org/debarr, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid)
 - viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
 - ix) Have not been blacklisted / debarred for participating in the bid by any government / semigovernment / PSUs / urban local bodies etc. in India.
- 2. 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.
- 3. In order to promote sustainable development, The Employer seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates 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.

Section VI

Agency Policy - Corrupt and Fraudulent Practices

The Purchaser, 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 Bid Submission Form) the contractor, supplier or consultant declares that (i) "it did not engage in any practice likely to influence the contract award process to the Purchaser's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

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

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

- reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- declare mis-procurement when it is established that, at any time, the Purchaser, 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 Purchaser having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

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

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

A "public officer" shall be construed as meaning:

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

Corruption of a private person means:

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

the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

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.

Anti-competitive practices means :-

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

PART 2 - Supply Requirements

<u>Section VII.</u> Schedule of Requirements

Contents

- 1. List of Goods and Delivery Schedule
- 2. Technical Specifications and Scope of Supply
- 3. Technical Specifications ANNEXURE-A1
- 4. Drawings
- 5. Inspections and Tests
- 6. Bidder's Technical Proposals
- 7. Outline Quality Plan

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder. The item list should be identical to the Price Schedule (Section IV)]

Name of the Work: Supply of Fastenings System for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot of Pune Metro Project.

Line	Description of	Quantit	Physical	Final	Deliv	ery at DD	P Pune, [Date	Bidder's
Item No	Goods	У	unit (Project Site) Installation from date of issue of LOA within		Site) within	offered Delivery date [<i>to be provided</i>			
				n as specified in BDS	4 months	7 months	10 months	12 months	by the bidder]
1.0	Supply of Track Fastening System for Ballast less track for Pune Metro System as per Technical Specifications			Range Hill depot (Agricultur al College Area)/Vana z Depot Pune or at any other location in PUNE METROPOLI TAN REGION as directed by the Engineer		•			[insert the number of days following the date of signature of the Contract]
1.1	2 Hole Fastening System	174000	Per rail seat		43500	43500	43500	43500	
1.2	4 Hole Fastening System	77000	Per rail seat		19250	19250	19250	19250	
	Total	251000							

Note: The Letter of Credit (LC) will be opened for imported components if required, within the period of 30 days from the date of Contract Agreement.

Delivery allowance of (+)1% and (-)Nil% of the total quantity supplied will be acceptable.

3. Technical Specifications of Fastening System

3.1 The Fastening System for ballast less track should comply with Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015).

The proposed Fastening System should have satisfactory performance on established Metro System - Mainline. The Bidder shall submit the technical details and test reports to substantiate the compliance to the performance criteria as stated above and submit details of approval of Ministry of Railways along with the compliance of all observations of MOR, if any, while granting such approvals.

3.2 The Technical Proposal to be submitted by Bidder, shall clearly demonstrate the understanding and comprehension of the supply, including Preliminary Scheme/drawings of Fastenings System.

3.3 Regarding Fastening System for Ballast less track

With respect to the fastening system for ballast less track proposed by the Bidder, the following minimum information/ certification should be provided by the Bidder.

Certificate of Proveness of the fastening system

In terms of Paragraph 4.1 (ii) of Performance Criteria of Fastening System, the Bidder shall submit certificate/s of performance from user railway administration, including proof of use of the same fastening system encompassing the same set of components (as is being offered by the Bidder in this Tender), to the effect that the fastening system has satisfactory performance record for minimum 5 years in service in ballast less track in their system(s). The certificate should be accompanied with the drawing of the fastening system and its components to clearly establish that the fastening system including its components whose performance has been certified is exactly same as the fastening system including its components that has been proposed by the Bidder in this Tender.

The certificate(s) should also contain, but not limited to, the following information

- (i) Details of the user railway administration such as the Name of the railway administration and its contact person, address, telephone number, e-mail id, Fax number etc;
- (ii) Name of the main line in which the system is in use for minimum 5 years.

Tests reports of the fastening system

In terms of Paragraph 4.7 of Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015), the Bidder should submit test report for the fastening system from reputed independent institute/laboratory. The test reports should be accompanied with the drawing of the fastening system and its components to clearly establish that the fastening system including its components which have been tested and reported upon is exactly same as the fastening system including its components that has been proposed by the Bidder in this Tender.

Statement of compliance with the Performance Criteria

With respect to the Annexure-C2; Part-A: Performance criteria of fastening system for ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015), the Bidder should submit a statement showing compliance or otherwise, in juxtaposition to each clause and sub-clause of the performance criteria.

MoU with Patent Holder

The Bidder should submit an undertaking to the effect that if the Bidder becomes the successful bidder and the system of track and/or fastening offered by the Bidder is a Patented one then the Bidder shall before the award of the contract furnish copy of the MoU entered into between the Bidder and the Patent holder permitting the Bidder to use the Patented items for the tendered work.

The Bidder should submit the drawing, standard specifications, allowable tolerances, dimensions of assembly and components of fastening system. Inspection Test plan to be submitted after award of Contract. The same will be approved by Engineer.

The Bidder should submit details of proposed qualified manufacture for individual component of proposed Ballast less fastening systems along with details of successful supply in the past to user railway administrations in Annexure "A1". Adequate documentary evidence to prove the authenticity, and confirmation that these manufacturing units are acceptable, shall be enclosed with these lists, which may include test results, reports, certificates, brochures, etc. Approval of engineer will be required for the manufacturing unit of all the components at the execution stage. This approval will be considered based upon quality of product to be established by testing and capability of production unit past record of supply etc.

Design Life of Individual Component of Fastening System - Bidder to submit undertaking for the design life of individual component as given in the performance criteria.

Fastening system already approved by Railway Board to be proposed, therefore, Bidder has to submit certificate along with all annexures and compliance of all observation of MOR along with proof.

NOTE: The above documents should be submitted in English language. In case any document is in any other language then it should be accompanied by an English translation and must be notarized for truthfulness.

- 3.4 The Bidder shall submit as part of his Technical Proposal a completed and signed certificate as attached to **Annexure 5 of ITT**, identifying any minor deviations without any costs allocated to the deviations. If no minor deviations are to be reported, Annexure 5 must still be completed and signed by the Bidder confirming that no minor deviations exist.
- 3.5 Bidder should submit consent of manufacturing plant owners mentioned in Annexure "A1" about the supply of component of Fastening System.
- 3.6 Any Bidders containing any material deviations or reservations or conditions as described in Instructions to Bidders may be deemed by the purchaser to be non-responsive.
- 3.7 Proposal for Fastening System for Ballastless Track
 - (i) The Bidder to demonstrate that fastening system proposed by him is a proven system.
 - (ii) Submit details of approval of Ministry of Railways along with the compliance of all observations of MOR, if any, while granting such approvals.
 - (iii) The Bidder shall submit three sets of a) Drawings of Assembly and parts with dimensions.
 - a) Drawings of Assembly and parts with dimensions.
 - b) Test Report from independent laboratory / Institution showing the compliance of Performance criteria.
 - c) Technical details.
 - (iv) Bidder to submit detailed methodology for installation of ballast less track fittings on the proposed ballast less track structure.
 - (v) All the technical items as mentioned in these documents.
- 3.8 **Single Point Responsibility** All components of Fastening System shall have single point complete system quality responsibility from Bidder.

In case of JV/Consortium, the Lead Partner is required to submit the Performance Guarantee against the warranty.

Maharashtra Metro Rail Corporation Limited

Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot of Pune Metro Rail Project.

DETAILS OF MANUFACTURING PLANT

DETAILS OF MANUFACTURING PLANT WHO HAS ALREADY SUPPLIED COMPONENETS OF FASTENING SYSTEM SUCCESSFULLY TO USER RAILWAY ADMINISTRATION IN THE PAST

S. No.	Name of Component of Fastening System	Name of Manufacturing Plant for Manufacturing of Components of Fastening System	No. of Components Already Supplied and Installed	Name of Client telephone number and fax number	Contract Value (Rupees Equivalent INR as on first day of the month of bid submission
1.		1. 2.			
		1.			
2.					
		2.			
3.		1.			
		2.			
4.		1.			
4.		2.			
5.		1.			
٥.		2.			
6.		1.			
<u> </u>		2.			
7.		1.			
		2.			
8.		1.			
		2.			
9.		1.			
		2.			
10.		1.			
		2.			
11.		1.			
		2.			
12.		1.			
		2.			
13.		1.			
		2.			

Note:- Bidder should submit consent of manufacturing plant owners mentioned in Annexure "A1" about the supply of component of Fastening System.

4. Drawings (DELETED)

5. Inspections and Tests

The following inspections and tests shall be performed: Tests as per performance Criteria

Following assembly tests will be carried out by selecting the components of assembly by the Engineer in charge or his representative.

The assembly of rail fastening system shall be tested to the following specifications (Table 1) for different technical parameters and should meet the acceptance criteria as mentioned in the following table. Test report of the reputed independent institute/laboratory will have to be submitted. The testing is to be done for Cat B as specified in EN-13481- Part-I 2012 & EN-13481-5: 2012 with rail section to be used in proposed system if other design particulars are meeting the requirement of Cat-B.

Table-1 Test Plan for Fastening system (bonded & Non-bonded) for Ballast less Track

S.	Technical	Test Method	Acceptance criteria	Remarks
No.	Parameter			
1.	Longitudinal rail restraint	EN-13146-1	7kN(min)	This has to be tested before repeated load test.
2.	Vertical static stiffness of complete fastening system	EN-13146-4	35 kN/ mm (max)	No sliding, yield or cracking is allowed for the Fastener parts. Static stiffness shallbe calculated in the secant range 5-80kN.
3.	Dynamic/static stiffness ratio	EN-13481-5, Annex B	1.4(max)	Ratio iscalculated by dividing the dynamic stiffness to static vertical stiffness.
4.	Clamping force	EN-13146-7	18kN(min) per rail seat	This has to be tested before repeated load test.
5.	Electrical resistance	EN-13146-5	5kΩ (min)	Highervalue may be specified if required by Metros for track circuit.
6.	Effect of severe environmental conditions	EN-13146-6	The fastening system shall be capable of being dismantled, without failure of any component, using manual tools provided for this purpose after exposure to the salt spray test	
7.	Effect of repeated loading		No wear or deformation	Test load &fastening position will be taken as per EN-13481-6.
7A	On Vertical stiffness	EN-13146-4	Variation less than 25% of the initial value	No sign of bond failure/ fracture/ slippage.
7B	On Longitudinal rail restraint	EN-13146-1	Variation less than 20% of the initial value	Except the rail & fastener, no sliding yield or cracking is allowed for fastener parts. Longitudinal load/deformation curve shall fallin the envelope of upper and lower limit which is to be submitted along with test report.
7C	On Clamping force	EN-13146-7	Variation less than 20% of the initial value	

Testing of all the components will be carried out as per approved ITP. Cost of all the tests will be borne by the supplier.

Test can be witnessed by Maharashtra Metro Rail Corporation Limited, if performed for any other Metro. Test need to be performed within the delivery period. However, dispatch of first lot need not be held upon this action.

5.1 & 5.2 - Available at Sr.No.26.1 & 26.2 of GCC

7.3 Rejection If, as a result of inspection, examination or testing, the Purchaser/its representative /its authorized inspecting authority decides that any material, or workmanship is defective or otherwise not in accordance with the Contract, the Purchaser/its representative/its authorized inspecting authority may reject such material, or workmanship and shall notify the Supplier promptly, stating his reasons. The Supplier shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract or alternatively replace that item to the satisfaction of the Purchaser/its representative/its authorized inspecting authority.

If the Purchaser/its representative/its authorized inspecting authority requires such Plant, Material, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Purchaser to incur additional costs, such costs shall be recoverable from the Supplier by the Purchaser and may be deducted by the Purchaser from any monies due, or to become due, to the Supplier.

- **5.4 Liability after Inspection and Testing:** The Supplier shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Purchaser/its representative/its authorized inspecting authority.
- **5.5 Ownership of Materials:** Each item of material shall become the property of the Purchaser, when it has been accepted by the purchaser or payment thereof, either in part or full, has been made. The Supplier shall, however, continue to bear the risk in respect of such items that continue to remain in his custody.
- 5.6 Cost of Purchaser/its representative/its authorized inspecting authority's attendance including Travel: The Purchaser shall bear the cost of attendance including travel by the Purchaser/its representative/its authorized inspecting authority for the purpose of sub-clauses 5.1 & 5.2. The cost of attendance including travel by the Purchaser/its representatives/its authorized inspecting authority for the purpose of sub-clause 5.3 shall also be borne by the Supplier.
- **5.7 Post-Dispatch Inspection:** In addition to the pre-dispatch/pre-shipment inspection, the material/supplies shall also be physically inspected by Purchaser/its representative/its authorized inspecting authority at Pune at temporary storage areas after taking delivery from the port to check for any damages during transit/shipment. The material, which is classified as damaged shall be rejected. The supplier shall be immediately advised about the damaged material for his verification within 15 days of such intimation, if he so desires.
- 6.0 INSPECTING AUTHORITY POWER OF REJECTION:
- 6.1 Pre-dispatch rejection by inspecting authority: The Inspecting authority shall have the power:
 - Before any Stores or part thereof are offered for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - ii) To reject any Stores offered as not being in accordance with the specifications.
 - iii) To reject the whole of the instalment Bided for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
 - iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re- offered.

The Inspecting authority's decision as regards the rejection shall be final and binding on the supplier.

The rejected material as a result of pre-shipment inspection shall not be dispatched by the supplier

7.0 Rejection at Pune

The rejected material at Pune shall be on supplier's account. The payment made to the supplier and also total customs duties and landing charges and/or port handling charges etc complete paid/expenses incurred by the purchaser for such material shall be recovered from the supplier by the Purchaser and shall be deducted by the Purchaser from any monies due or to become due to the supplier or by way of en-cashing performance BG furnished by the supplier.

The rejected material shall not be taken as part of the quantities to be supplied as per BOQ.

The rejected material shall be removed from the temporary storage areas by the supplier at his own cost within 28 days of the date of such rejection. If such stores are not removed by the supplier within the periods aforementioned, the Purchaser may dispose-off such stores at the supplier's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals.

6. Bidder's Technical Proposals

6.1 Requirements for Bidder's Technical Proposals

The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the performance criteria issued by Ministry of Railways vide their letter No.2009/Proj/MAS/9/2 dated 21.05.2010. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder's Technical Proposals shall establish the intended safety standards followed and installation and testing practices.

The following paragraphs list the minimum documentation that shall be supplied by the Bidder to enable technical evaluation of the tender. The Bidder shall include any further information necessary to demonstrate the suitability of his proposal.

6.2 General Requirements

The Bidder shall study clause by clause all the clauses of the performance criteria issued by Ministry of Railways vide their letter No.2009/Proj/MAS/9/2 dated 21.05.2010 and confirm compliance to various tender specifications. Where the Bidder is not able to comply fully with certain clauses and proposes a deviation, which, in his opinion, is advantageous for the employer and merits consideration, then the deviations shall be clearly listed separately in the Statement of Deviations in Section IV Bidding Forms. Excepting the items listed in the statement of deviations, the contractor shall give a Certificate of Compliance, for all the items.

The Bidder shall also advise the conflicts, if any, in the tender documents between various functional requirements or specifications.

The technical proposal shall include procurement periods of major materials, off-shore production, production in India if any, dispatch, transport, interface periods for Designated & adjacent Contractors, testing and commissioning (including integrated testing & commissioning) along with any other training and service trial running information.

Proposal for Machinery: The Bidder should clearly bring out the minimum plant and machinery he possess or would be available through sub-contractor or through hiring for the purpose of the contract. During execution this will be required to be suitably augmented to meet the requirements.

Proposal for Fastening/systems

The Bidder should indicate the details of the sources from which the following equipment /systems are proposed to be sourced.

The Bidder should note that the submission of details, in respect of providers of equipment/systems, does not mean approval of the vendor. The successful bidder will be required to submit proposal for vendor approval for various equipment, assemblies, subassemblies, systems and sub-systems after award of the contract. The vendor detail submission at this stage is only from the point of view of understanding of the offer of the bidder.

The Bidder should submit an undertaking, in undertaking for transfer of in Section IV Bidding Forms that he will make credible arrangements for ensuring availability of critical spares and technical support, during the service life of the equipment/spares/M&P/systems commissioned. The Bidder's technical proposal should also explain as to how he will ensure availability of critical spares and technical support for maintenance/up gradation during the service life of the equipment.

The technical proposal should also contain the Bidder's understanding of scope of work. (Refer Scope of work compliance undertaking in Section IV Bidding Forms)

OUTLINE QUALITY PLAN

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

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

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

PART 3 - Contract

Section VIII

General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Agency" means the KFW Bank group.
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (I) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

The terms EXW, CIP, DPP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any

- waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All Goods and Related Services to be supplied under the Contract and financed by the Agency shall have their origin in any eligible source as specified in the SCC. For the purpose of this Clause, origin means the country where the goods have P1-T04/2018 been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.1 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Agency

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Agency and/or persons appointed by the Agency to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Agency if requested by the Agency.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15.Contract Price

15.1Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the SCC, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and

- other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Agency or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specification and Standards

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- Maha-Metro
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods:
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
 - 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspection and tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or

Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
- (i) if the Supplier fails to perform any other obligation under the Contract; or
- (ii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 35.3 Termination for Convenience.
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: India
GCC 1.1(j)	The Purchaser is: Maharashtra Metro Rail Corporation Ltd
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is: Range Hill depot (Agricultural College Area)/
(1)	Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by
	the Engineer
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of
	Incoterms shall be Incoterms 2010.
GCC 5.1	The governing and communication language shall be English
GCC 7.1	Goods and services from countries under embargo from Germany, the European Union or the
	United Nations are not eligible.
GCC 8.1	For notices , the Purchaser's email address shall be:
	<u>mahametro.tenders@gmail.com</u> Telephone: Ph 020-26051072
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as
	follows:
	ARBITRATION & RESOLUTION OF DISPUTES:
	1) The Arbitration and Conciliation Act - 1996 of India shall be applicable
	2) Purchaser and the supplier shall make every necessary effort to resolve amicably by
	direct and informal negotiation any disagreement or dispute arising between them
	under or in connection with contract. 3) Arbitration If the efforts to resolve all or any of the disputes through conciliation fails,
	 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 supply/ manufacture, measuring operation or effect of the
	Contract or the breach thereof shall be referred to Arbitration in accordance with the
	following provisions:
	(a) Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total
	value of claims does not exceed Rs.1.5 million. Beyond the claim limit of Rs.1.5
	million, there shall be three Arbitrators. For this purpose, the Purchaser will make out
	a panel of engineers with the requisite qualifications & professional experience. This
	panel will be of serving or retired engineers of Government Departments or of Public
	Sector Undertakings;
	(b) For the disputes to be decided by a sole Arbitrator, a list of three engineers taken from
	the aforesaid panel will be sent to the supplier by the Purchaser from which the supplier will choose one;
	(c) For the disputes to be decided by three Arbitrators, the Purchaser will make out a list
	of five engineers from the aforesaid panel. The supplier and Purchaser shall choose
	one Arbitrator each and the two so chosen shall choose the third Arbitrator from the
	said list, who shall act as the presiding Arbitrator;
	(d) Neither party shall be limited in the proceedings before such Arbitrators(s) to the
	evidence or the arguments put before the Conciliator;
	(e) The Conciliation and Arbitration hearings shall be held in Nagpur only. The language
	of the proceedings that of the documents and communications shall be English and the
	awards shall be made in writing. The Arbitrators shall always give item-wise and
	reasoned awards in all cases where the total claim exceeds Rs. One million; and
	(f) 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. 4) Interest on Arbitration Award: Where the arbitral award is for the payment of money,
	no interest shall be payable on whole or any part of the money for any period, till the
	date on which the award is made.
	5) Cost of Arbitration: The cost of arbitration shall be borne by the respective parties.
	The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the
	Purchaser from time to time.

- 6) **Jurisdiction of Courts**: Where recourse to a Court is to be made in respect of any matter, the Purchaser and the supplier agree to the sole jurisdiction of courts in **Nagpur** under the judicature of High Court of Bombay.
- 7) Suspension of Work on Account of Arbitration

The reference to Conciliation / Arbitration shall proceed not withstanding that the Supplies shall not then be or be alleged to be complete, provided always that the obligations of the Purchaser/its representative and the supplier shall not be altered by reasons of arbitration being conducted during the progress of the Supplies. Neither party shall be entitled to suspend the supplies or part of the supplies to which the dispute relates on account of arbitration and payments to the supplier shall continue to be made in terms of the Contract.

GCC 13.1 DELIVERY(DDP) - INVOICING PROCEDURE

- 1. The stores shall be delivered free of expense to the Purchaser on board the vessels with ocean transportation to Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer including all insurances covering transit risk upto Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer being paid by the supplier.
- 2. Invoicing of the supplied goods should clearly mention various cost components of the DDP cost separately viz., Cost of supply, freight, Insurance, taxes etc. The proforma of invoice shall be submitted to Purchaser before raising actual invoice.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and _____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and _____ copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate issued by the nominated inspection agency, and the supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

Port handling charges will be also to be included in the cost of supply.

Price shall be based on ocean transportation, marine insurance and transit insurance in India upto in **Pune** to be arranged in accordance with the procedure prescribed under Clause GCC 24.1 relating to insurance and Clause GCC 23.2 regarding shipping arrangements.

For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount:

- ii. delivery note, railway receipt, or truck receipt;
- iii. Manufacturer's or Supplier's warranty certificate:
- iv. Inspection certificate issued by the nominated inspection agency; and the Supplier's factory inspection report; and
- v. Certificate of original

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

The Employer / Purchaser may get, from the Government, partial or complete waiver of taxes under GST, royalties, Labour, cess, & other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid under GST etc. and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

The prices quoted shall be firm and not subject to any variation. Ocean freight charges and marine insurance included must also be firm and no variation will be allowed on this account after the opening of Bids.

The Bidder should quote their lowest possible price. Quotations should be made only for units specified in the "Bill of Quantities".

Nothing extra shall be paid except as per rate and quantity given in the BOQ for whatsoever reason.

GCC 15.1 The prices charged for the Goods supplied and the related Services performed shall not *be* adjustable.

Bidder shall quote a fixed price for the entire supplies on a "single responsibility" basis such that the total Bid price covers all Supplier's obligations mentioned in or to be reasonably inferred from the Bid Documents. Varying or differential rates for part of supply are not permitted.

GCC 16.1 The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:-

For Imported Components

The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:-

100% payment on receiving of materials at Pune site in good condition.

Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker's of the Purchaser based at **Pune**. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any, at the Supplier's account. All other charges shall be to Supplier's account.

LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause above.

For Indian Components

The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:-

1. 100% payment on receiving of materials at Pune site in good condition

Maha-Metro

	2. Payment of Indian Currency portion shall be made to the supplier by cheque/ e-payment
GCC 16.1	Payment to the Supplier of the amounts due in each currency shall be made into the
	following bank accounts: Fineart bank account details at the time of contract signing!
GCC 16.5	[insert bank account details at the time of contract signing] The payment-delay period after which the Purchaser shall pay interest to the supplier shall
	be 60 days.
	The interest water for any way outside to disconvey on that shall be explicitly at the water of Drives
	The interest rate for payments in Indian currency that shall be applied at the rate of Prime Lending Rate advised by State bank of India applicable on date of occurrence.
GCC 17.3	The following taxes, duties and fees exemptions apply to the Contract: Waiver of Taxes /
	concessional custom duty etc
	1) Government of India, vide notifications No. 42/96 - customs dated 23.07.1996 as amended time to time in excursive of powers conferred by subsection (6) of heading
	98.01 of the first schedule in the custom tariff has notified MSTS project in the category
	of project import for assessment of custom duty at concessional rate. All the process of
	project import registration, deposits of security money (if any) to custom authority and refund back after the completion of imported supplies shall be responsibility of supplier.
	The supplier shall indemnify Maharashtra Metro Rail Corporation Limited of clearance &
	projects imports proceedings. Upon receipt of request from supplier, Maharashtra Metro
	Rail Corporation Limited will facilitate a recommendation /sponsoring letter from State Government for project import registration as per Notification No.25/2014. The supplier
	shall submit the copies of project import registration proceedings, bill of entry and
	custom duty documents to Maharashtra Metro Rail Corporation Limited for official records.
	2) Bidders are being informed that, the rates quoted are DDP/Pune inclusive of Custom duty. Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of
	all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's
	country, Custom duty to be paid by the supplier, which is not to be reimbursed by
	Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions.
	from time to time in respect of transactions.
	All the work of project import registration and custom / port clearance to be done by
	supplier at own cost. Maharashtra Metro Rail Corporation Limited will facilitate recommendation / sponsoring letter from Ministry of Urban Development / Government of
	India for Project import registration.
GCC 18.1	The amount of the Performance Security shall be: 10% of Amount of Contract price.
GCC 18.3	The Performance Security shall be in the form of : a Bank Guarantee
	1) The Performance security shall be denominated in the Performance Guarantee shall be 10%
	of the Contract Price from a Scheduled Commercial Bank of Indian or Foreign Origin having
	business office in India in the types and proportions of currencies in which the Contract Price
	is payable. 2) Within 28 (Twenty-eight) days of receipt of the Letter of Acceptance from the Purchaser, the
	successful Bidder shall furnish to the Purchaser a Performance Guarantee as per sub-clause
	above.
	3) Failure of the successful Bidders to comply with the requirements of Clauses and above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid
	Security.
	A Performance Guarantee from a scheduled commercial bank having business office in India for
	an amount stated in the GCC 18.1 to Form of Bid. The Performance Guarantee shall be provided as per Contract forms in Section x, or in any other form approved by the Purchaser. In the event
	that the Contract Price is made up of currencies other than Indian rupees, the Performance
	Guarantee to be supplied should be in the types and proportions of currencies in which the
	Contract Price is awarded & payable. The Performance Guarantee shall be valid until 60
	months plus 60 days from the date of completion of complete supply. It shall be returned to
	the supplier only after successful completion of the warranty period as mentioned in clause of
	GCC 28.3.

GCC 18.4	Discharge of the Performance Security shall take place: [insert date if different from the one
GCC 18.4	indicated in sub clause GCC 18.4; otherwise, delete clause]
GCC 23.2	1. The packing, marking and documentation within and outside the packages shall be: The specifications of the proposed packing shall be such as to ensure that no damage will be
	caused to the materials to be supplied during transit.
	2. The packing advices should bring out the weight, dimensions and size of each bundles/
	package. Where it is not possible to give weight of the bundles/packages, the supplier must indicate the volume of the bundles/packages, the number of pieces per bundle/
	package, number of bundles/packages, and total weight of the items supplied.
	3. Where the materials are shipped in bundles/packages, the pieces in each bundle/package
	should be of uniform sizes to facilitate quick acceptance and payment. The number of
	pieces in each bundle/package should also be the same. 4. In case the damage is limited to package / boxes / wrapping without any consequences
	on the goods, repacking and re-stacking of the material will have to be done by the
	supplier.
	5. On at least two sides of packages/bundles the following address shall be written in English with permanent paint:
	With permanent paint.
	Contract No.
	Maharashtra Metro Rail Corporation Limited
	Supply of Fastenings to Corporation
	Gross Weight00 MT
	Net Weight of MT No. of Fastenings Nos
	Package / Bundle No
GCC 24.1	The insurance should be as follows :-
	1) The marine insurance covering transit risk upto Sea Port & further during transportation
	to site at Range Hill Depot and Vanaz Depot in Pune will be arranged and paid for by the
	supplier.
	2) Port handling charges will be also to be included in the cost of supply.
	Price shall be based on ocean transportation, marine insurance and transit insurance in India
	upto to in Pune to be arranged in accordance with the procedure prescribed under Clause
GCC 25.1	GCC 24.1 relating to insurance and Clause GCC 23.2 regarding shipping arrangements. Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	responsibility for cransportation of the coods shak be as specified in the incoternis.
	The supplier shall be fully responsible for manufacturing of fastenings as per the
	specifications, packing of Fastenings, shipment and safe arrival to Store of Range Hill Depot and Vanaz Depot in Pune. The supplier shall be fully responsible for the timely receipt of
	Fastenings. Shortage, pilferage, damage of whatsoever kind during transit up to Range Hill
	Depot and Vanaz Depot in Pune as mentioned above shall be to the Suppliers account.
	1) The Bidder shall quote as DDP Range Hill Depot and Vanaz Depot in Pune or at any other
	location in Pune Metropolitan Region. The materials shall be delivered duly stacked in
	Range Hill Depot and Vanaz Depot in Pune. Loading and unloading has to be done by
	supplier only. Unloading of fastenings will be done from trailer at cost of supplier in
	countable manner as specified in Railway Guidelines for stacking. 2) The quoted price shall include all packing & handling charges both prior to shipping and
	at the time of shipping, ocean freight charges, marine insurance charges. The quoted
	price shall also include cost of sea port charges, charges for clearances of materials from
	port, handling / re-handling, loading / unloading and further transportation upto site in
	Pune. The quoted price shall also include charges for transit insurance in India. Unloading shall be done by supplier and applicable charges shall be borne by supplier. It is the
	responsibilities of supplier to safely unloading the material. No discharging equipment's
	will be made available to supplier for unloading. Supplier has to arrange discharging
	equipment's at his own cost, if any.
	I

Incidental services to be provided are: The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by patent registration design or trade mark and shall take all risk, accidents or damages which may cause a failure of the supply for whatever cause arising and the entire responsibility for the sufficiency of all the means used by the supplier for the fulfilment of the contracts provided always that in the event of any claim in respect of alleged break of patent registered design or trademarks being made against the Purchaser, the Purchaser shall notify the supplier of the same and the Supplier should at his own expenses settle any dispute or conduct any litigation that arise there from and the Purchaser will stand absolved of all responsibilities in that connections.

The supplier shall indemnify and keep the purchaser indemnified against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies made under this agreement.

GCC 26.1

1) Inspection: The Purchaser and its authorised representative shall be entitled, during manufacture, fabrication and preparation at any places where work is being carried out, to inspect, examine and test the Materials and workmanship, and to check the progress of manufacture, of all materials to be supplied under the Contract. The Supplier shall give them full opportunity to inspect, examine, measure and test any stores in supplier's premises or wherever carried out.

The Supplier shall give due notice to the Purchaser/its representative whenever such stores is ready, before packaging, covering up or putting out of view. The Purchaser/its representative/its authorised inspecting authority shall then carry out the inspection, examination, measurement or testing without unreasonable delay. If the Supplier fails to give such notice, he shall, when required by the Purchaser/its representative, uncover such stores and thereafter reinstate and make good at his own cost.

2) <u>Testing</u>: Tests as per performance Criteria, assembly tests will be carried out by selecting the components of assembly by the Engineer in charge or his representative as per Table-1 Test Plan for Fastening system (bonded & Non-bonded) for Ballast less Track as mentioned in schedule of requirement at inspection and test.

The Supplier shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Supplier shall agree, with the Purchaser/its representative, the time and place for the testing of any Plant, Materials and other parts of the supplies as specified in the Contract. The Purchaser/its representative shall give the Supplier not less than 7 days notice of his intention to attend the tests. The Supplier shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract.

If the Purchaser/its representative does not attend at the time and place agreed, or if the Supplier and the Purchaser/its representative agree that the Purchaser/its representative/its authorized inspecting authority shall not attend, the Supplier may proceed with the tests, unless the Purchaser/its representative instructs the Supplier otherwise. Such tests shall be deemed to have been made in the Purchaser/its representative/its authorized inspecting authority's presence.

The Supplier shall promptly forward to the Purchaser/its representative duly certified reports of the tests. If the Purchaser/its representative/its authorized inspecting authority has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Purchaser/its representative/its authorized inspecting authority shall endorse the Supplier's test certificate, or issue a certificate to him, to that effect.

The expense of conducting such Tests shall be borne by the Supplier.

3) <u>Rejection</u>:- If, as a result of inspection, examination or testing, the Purchaser/its representative/ its authorized inspecting authority decides that any material, or

workmanship is defective or otherwise not in accordance with the Contract, the Purchaser/its representative/its authorized inspecting authority may reject such material, or workmanship and shall notify the Supplier promptly, stating his reasons. The Supplier shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract or alternatively replace that item to the satisfaction of the Purchaser/its representative/its authorized inspecting authority.

If the Purchaser/its representative/its authorized inspecting authority requires such Plant, Material, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Purchaser to incur additional costs, such costs shall be recoverable from the Supplier by the Purchaser and may be deducted by the Purchaser from any monies due, or to become due, to the Supplier.

- 4) <u>Liability after Inspection and Testing</u>: The Supplier shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Purchaser/its representative/its authorized inspecting authority.
- 5) Ownership of Materials: Each item of material shall become the property of the Purchaser, when it has been accepted by the purchaser or payment thereof, either in part or full, has been made. The Supplier shall, however, continue to bear the risk in respect of such items that continue to remain in his custody.
- 6) Cost of Purchaser/its representative/its authorized inspecting authority's attendance including Travel: The Purchaser shall bear the cost of attendance including travel by the Purchaser/its representative/its authorized inspecting authority for the purpose of subclauses 1 and 2. The cost of attendance including travel by the Purchaser/its representative/its authorized inspecting authority for the purpose of sub-clause 3 shall also be borne by the Supplier.
- 7) Post-Dispatch Inspection: In addition to the pre-dispatch/pre-shipment inspection, the material/supplies shall also be physically inspected by Purchaser/its representative/its authorized inspecting authority at Pune at temporary storage areas after taking delivery from the port to check for any damages during transit/shipment. The material, which is classified as damaged shall be rejected. The supplier shall be immediately advised about the damaged material for his verification within 15 days of such intimation, if he so desires.

<u>Pre-dispatch rejection by inspecting authority</u>: The Inspecting authority shall have the power: -

Before any Stores or part thereof are offered for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

To reject any Stores offered as not being in accordance with the specifications.

To reject the whole of the installment Bided for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

To mark the rejected stores with a rejection mark, so that they may be easily identified if re- offered.

The Inspecting authority's decision as regards the rejection shall be final and binding on the supplier.

The rejected material as a result of pre-shipment inspection shall not be dispatched by the supplier

<u>Rejection at Pune</u>: The rejected material at Pune shall be on supplier's account. The payment made to the supplier and also total customs duties and landing charges and/or port handling charges etc complete paid/expenses incurred by the purchaser for such material shall be recovered from the supplier by the Purchaser and shall be deducted by the Purchaser

	from any monies due or to become due to the supplier or by way of en-cashing performance bank guarantee furnished by the supplier.
	The rejected material shall not be taken as part of the quantities to be supplied as per BOQ. The rejected material shall be removed from the temporary storage areas by the supplier at his own cost within 28 days of the date of such rejection. If such stores are not removed by the supplier within the periods aforementioned, the Purchaser may dispose-off such stores at the supplier's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals.
GCC 26.2 (Additional Clause)	Overseas training: [Deleted]
GCC 27.1	The Liquidated damages shall be charged for the delayed receipt of stores at Pune . The supplier shall ensure the shipment in such a way that the stores must reach at Pune on or before the specified date given in the delivery schedule as stipulated in SCC. The liquidated damages shall be on each delayed installment for the undelivered quantity which shall be @ 0.5% of contract value of each delayed installment for every week's delay/part thereof beyond the specified date for each installment.
	The maximum limit of liquidated damages shall be 10% of contract value.
GCC 28.3	The period of validity of the Warranty shall be: The stores being procured are to be installed in track and an unconditional warrantee shall be given by the supplier for the materials supplied by him valid for a period upto 60 months
	after the receipt of last installment of supplies at Range Hill depot (Agricultural College Area)/Vanaz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer. The warrantee shall be against any manufacturing defects of the materials and also its performance in service. The Performance Guarantee shall be returned only after successful completion of the Warranty period.
GCC 28.5	Defect Liability Period:-
	The supplier shall be liable to replace defective materials, even after the same has been installed in track, within the defect liability period of 60 months from the date of completion of complete (100%) supply.
	The supplier shall deliver all replacements of the defective components free of charge in Pune. All cost of material, freight, duties, taxes, handling charges etc. shall be on supplier's account. For each such replacement, the supplier shall issue a warrantee certificate confirming the warrantee period of the material in accordance with clause GCC 28.3.

ADDITIONAL CLAUSES:

1. QUANTITY VARIATION:

1.1 The quantities of items as shown Section VII. Schedule of Requirements may vary and the supplier shall be bound to supply the quantities as varied at the same rate as specified in the BOQ subject to positive variation in the quantity being limited to 30% of the total original quantity in the contract. Maximum decrease in quantity is also limited to 30% of total original quantity.

The supplier shall obtain confirmation regarding actual quantity variation from the purchaser, after the supply has been done to the extent of at least 70% of quantity.

1.2 Additional quantity of Fastening System as per the above quantity variation when ordered shall be supplied in additional instalments at mutually agreed interval but not later than 3 months from the date of last supply.

Appendix 1 to Special Conditions of Contract - Corrupt and Fraudulent Practices Policy

The Purchaser, 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 Purchaser's detriment, and that it did not and will not get involved in any anticompetitive practice", and that (ii) "the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

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

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

- 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 Purchaser, 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 Purchaser having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

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

(a) Corruption of a public officer means:

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

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

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

(c) Corruption of a private person means:

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

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate

consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices means:

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

Attachment: Price Adjustment Formula

(Not applicable)

Section X.

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance

Contract Agreement

Performance Security Option 1: Bank Guarantee

Advance Payment Security

Attachment: Contract Agreement

Letter of Acceptance

[letter head paper of the Purchaser]

This is to notify you that your Bid dated

[insert date] for execution of the

[insert name of the contract and identification
number, as given in the SCC]. for the Accepted Contract Amount of
[insert amount in numbers and words and 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 Document.

Authorized Signature:

Name and Title of Signatory:
Name of institution:

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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:
- (a) the Letter of Acceptance
- (b) the Letter of Bid and Appendix to Letter of Bid (including the signed Statement of Integrity)
- (c) the Addenda Nos.____ (if any)
- (d) Special Conditions of Contract
- (e) General Conditions of Contract
- (f) the Specification (including Schedule of Requirements and Technical Specifications)

- (g) the completed Schedules (including Price Schedules)
- (h) any other document listed in GCC as forming part of the Contract
- 3. This Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

Performance Security Option 1: Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: _ [Insert date of issue]

PERFORMANCE 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 Supplier, 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 [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services](hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ()[insert amount in words],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.

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

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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."

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.

Maha-Metro

Advance Payment Security

(Not applicable)

PART 4 E-TENDERING PROCEDURE

A. Tender Forms

- Tender Forms can be purchased from the e-Tendering sub-Portal of MAHA METRO RAIL PROJECT, i.e. https://mahametrorail.etenders.in after paying Tender Fees via online mode as per the Tender Schedule.
- 2. The tender submitted by the tenderer shall be based on clarification/corrigendum/ addendum (if any) by the MAHA METRO RAIL PROJECT, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
- 3. All tenderers are cautioned that the tenders containing any deviation, from the **contractual** terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non- responsive.
- 4. Tenderer should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities. In case of requirements of DSC, interested Bidders should go to http://maharashtra.etenders.in/mah/DigitalCerti.asp follow the procedure mentioned in the document," procedure for application of Digital Certificate"
- Tenderers should install the Mandatory Components available on the Home Page of http://maharashtra.etenders.in under the section 'Mandatory Components' & make the necessary Browser Settings provided under section 'Internet Explorer Settings'
- 5. Guidelines to Bidders on the operations of Electronic Tendering System of Public is available at E-Tendering portal of MAHA METRO RAIL PROJECT i.e https://maharmetrorail.etenders.in. The tenderer shall obtain clarification/help from assistance mentioned in Para 1.2.7.No grievances/claims will be entertained on failure of submission of online bid.
- B) Pre-requisites to participate in the Tenders processed by MAHA METRO RAIL PROJECT:
- Enrolment of Contractors on Electronic Tendering System: The Contractors interested in participating in the Tenders of MAHA METRO RAIL PROJECT-processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus

attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

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

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

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

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

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

- 3. Recommended Hardware and Internet Connectivity: To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM & broadband connectivity with minimum 512 kbps bandwidth.
- 4. Set up of Computer System for executing the operations on the Electronic Tendering System:-To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

The Utilities are available for download freely from the above-mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information/guidance on the process of setting up the System.

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

1. Preparation of online Briefcase:

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

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a

single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to MAHA METRO RAIL PROJECT at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA METRO RAIL PROJECT on the home page of MAHA METRO RAIL PROJECT e-Tendering sub-Portal on https://mahametrorail.etenders.in under the section Recent Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment get way.

For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in non-participation in the aforesaid e-Tender.

Note:

*Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time. *NEFT/RTGS option will be depend on the amount of EMD.

*Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of MAHA METRO RAIL PROJECT. The templates may be either form based, extensible tables and / or upload able documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the upload able document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase or can browse from their respective folder.

Notes:

- a. The Contractors upload a single document or a compressed file containing multiple documents against each upload able option.
- b. The Hashes are the thumbprint of electronic data and are based on one way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash values are digitally signed using valid Class-II or Class-III Digital Certificate issued by any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut - off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from MAHA METRO RAIL PROJECT shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

The Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note:

The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. Short listing of Contractors for Financial Bidding Process:

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

8. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the MAHA METRO RAIL PROJECT e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

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

Terms and Conditions for Online-Payments:

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA METRO RAIL PROJECT Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA METRO RAIL PROJECT Maharashtra website i.e. https://mahametrorail.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.

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

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

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

General Terms and Conditions For E-Payment

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

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

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

Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

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

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

Miscellaneous Conditions:

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

- 1. The User agrees, understands and confirms that his/her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
- 2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
- 3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates & associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus,

communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

- 4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

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

Personal Information

- 1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use & disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
- 2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
- 3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's

information privacy policy & to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer the Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.