

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**  
**(Pune Metro Rail Project)**

**BID DOCUMENTS**

**FOR**

**Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO**

**TENDER NO.**  
**P1Misc-26/2020**

**August – 2020**




**Maharashtra Metro Rail Corporation Limited**  
**101, The Orion,**  
**Opposite Don Bosco Youth Centre,**  
**Koregaon Park, Pune- 411001**  
**Maharashtra, INDIA**  
**Website: <http://www.punemetrorail.org>**

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**SECTION-I****NOTICE INVITING TENDER (NIT)**

	<p style="text-align: center;"><b>E-TENDER NOTICE</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b>  <b>(Pune Metro Rail Project)</b>          (A joint venture of Govt. of India &amp; Govt. of Maharashtra)  <b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001</b></p> <p style="text-align: center;">E-mail: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a>          Website: <a href="http://www.punemetrorail.org">www.punemetrorail.org</a>          Telephone: 020-26051072</p>
<b>Tender Notice No. P1Misc-26/2020</b>	<b>Dated: 19.08.2020</b>
<b><u>Name of Work: - Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA- METRO</u></b>	

**KEY DETAILS: -**

Completion Period	<b>12 (Twelve) Calendar Months from the date of issue of LOA</b>
Documents on sale	Documents can be downloaded starting from <b>16.00 hrs on 21.08.2020 upto 16.00 Hrs on 21.09.2020</b> from MAHA-METRO's E-Tender Portal.
Cost of documents	<b>INR 11,800/ (Rupees Eleven Thousand and Eight Hundred only)</b> - non-refundable (inclusive of applicable GST) payable through e-payment by Credit Card/ Debit Card/Net Banking, as per procedure given in e-tender portal.
Last date of submission of queries in writing through e-mail from the bidders	<b>Queries shall be sent in writing to e-mail id: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a> up to 16.00 hrs. on 26.08.2020</b> (Queries received after this date shall not be taken into consideration)
Tender Security	The total bid security amount shall be <b>INR 1.5 Lacs</b> to be submitted in the form of Bank Guarantee, as per procedure given in bid documents, from an Indian Schedule commercial bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934.
Date & Time of submission of Tender	Online submission up till <b>16.00 Hrs. on 21.09.2020</b> on Maha-Metro's e-tender portal.
Date & Time of Opening of Technical bid	On <b>21.09.2020 at 16.30 Hours</b> 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 Maha-Metro tender portal under Pune Metro section in e- tenders <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a> . To view this tender notice, interested Agencies may visit the Pune Metro Rail website " <a href="http://www.punemetrorail.org">www.punemetrorail.org</a> ".	

**Executive Director (Procurement & Contract),  
 Maharashtra Metro Rail Corporation Limited  
 (Pune Metro Rail Project)**

**SECTION -2****Section 2. Instructions to Bidders  
(ITB)****A. GENERAL PROVISIONS**

<b>1. Definitions &amp; Abbreviations</b>	<p>The following terms, if used anywhere in the Bidding Documents shall have the meaning and interpretations as under:</p> <ul style="list-style-type: none"> <li>i. ‘Tender(s)’ and ‘Bid (s)’ are synonymous</li> <li>ii. ‘Tenderer(s)’ and ‘Bidder(s)’ are synonymous</li> <li>iii. ‘Employer’s Requirements’ and ‘Work Requirements’ and Scope of the work</li> <li>iv. <b>“Affiliate(s)”</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor.</li> <li>v. <b>“Applicable law”</b> means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the <b>Bid Data Sheet</b>, as they may be issued and in force from time to time.</li> <li>vi. <b>“Agency”</b> means <b>Any funding agency</b> who provide financial assistance in terms of loan for the project. (Not applicable in this tender)</li> <li>vii. <b>“Bidder” or “Tenderer”</b> means “Contractor” who is intended to participate in submission of RFP for this work.</li> <li>viii. <b>“Base Date”</b> 28 days prior to the date of last date of submission of Bid</li> <li>ix. <b>“Client”</b> means the implementing agency that signs the Contract for the Services with the selected Contractor i.e. Maharashtra Metro Rail Corporation Limited</li> <li>x. <b>“Contractor”</b> means a legally-established professional firm or an entity that may provide or provides the Services to the Client after entering in to Contract with client.</li> <li>xi. <b>“Bidder”</b> means a legally-established professional services provider firm or an entity that may provide or provides the Services to the Client under the Contract.</li> <li>xii. <b>“COD / ROD”</b> Commercial/ Revenue operation Date</li> <li>xiii. <b>“Contract”</b> means a legally binding written agreement signed between the Client and the Contractor. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li> <li>xiv. <b>“Bid Data Sheet”</b> means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITB.</li> <li>xv. <b>“Day”</b> means a calendar day of English Calendar.</li> <li>xvi. <b>“Experts”</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor, Sub-Contractor or Joint Venture member(s).</li> <li>xvii. <b>“Government”</b> means the government of the Client’s country.</li> </ul>
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	<p>xviii. <b>“Joint Venture (JV)”</b> means an association with or without a legal personality distinct from that of its members, of more than one Contractor where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>xix. <b>“Key Expert(s)”</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Contractor’s proposal.</p> <p>xx. <b>“ITB”</b> (this Section 1 of the RFP) means the Instructions to Contractors that provide the shortlisted Contractors with all information they need to prepare their Proposals.</p> <p>xxi. <b>“LOA:</b> means the Letter of Award being sent by the Client to the finally selected Contractors.</p> <p>xxii. <b>MAHA-METRO:</b> Maharashtra Metro Rail Corporation Limited</p> <p>xxiii. <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Contractor or its Sub-Contractor and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>xiv. <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Contractor.</p> <p>xxv. <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Contractors based on the SRFP.</p> <p>xxvi. <b>“Services”</b> means the work to be performed by the Contractor pursuant to the Contract Agreement.</p> <p>xxvii. <b>“Sub-Contractor/ Sub-Bidder”</b> means an entity to whom the Contractor intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>xxviii. <b>“Service provider”</b> means, similar meaning under point number viii above.</p> <p>xxix. <b>“SRFP”</b> means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.</p> <p>xxx. <b>“TORs” / Scope of the work</b> means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Contractor, and expected results and deliverables of the assignment.</p>
<b>2. Introduction</b>	<p>2.1 The Client named in the <b>Bid Data Sheet</b> intends to select a Bidder from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Bid Data Sheet</b>.</p> <p>2.2 The shortlisted Bidders (<b>Ref. BID DATA SHEET</b>) are invited to submit a Technical Proposal and a Financial Proposal for services provider services required for the assignment named in the <b>Bid Data Sheet</b>. The Proposal will be the basis for negotiating (<b>Ref. BID DATA SHEET</b>) and ultimately signing the Contract with the selected Bidder.</p>

	<p>2.3 The Bidders should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the <b>Bid Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Bidders' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the <b>Bid Data Sheet</b>.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Bidder's Proposal or the termination of its Contract.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the <b>Bid Data Sheet</b>, the Bidder shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	(i) <u>Conflict between services provider activities and procurement of goods, works or non-services provider services:</u> a firm that has been engaged by the Client to provide goods, works, or non-services provider services for a project, or any of its Affiliates, shall be disqualified from providing services provider services resulting from or directly related to those goods, works, or non-services provider services. Conversely, a firm hired to provide services provider services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-services provider services resulting from or directly related to the services provider services for such preparation or implementation.
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among services provider assignments:</u> A Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Client's staff:</u> A Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Agency throughout the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services provider services related to the assignment in question. To that end, the Client shall indicate in the <b>Bid Data Sheet</b> and make available to all shortlisted Bidders together with this RFP all information that would

	in that respect give such Bidder any unfair competitive advantage over other competing Bidders.
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Annexure-6A</b>.</p> <p>5.2 In further pursuance of this policy, Bidder shall permit and shall cause its agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit the Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Agency.</p>
<b>6. Eligibility</b>	<p>6.1 The Agency's financing may benefit to Bidders (firms, including Joint Ventures and their individual members) from all countries to offer services provider services for Agency-financed projects subject to compliance with the eligibility criteria specified in <b>Section 3. (Ref. BID DATA SHEET)</b></p> <p>6.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts, Joint Venture members, Sub-Bidders, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Agency in the Section 5.</p> <p>6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with the Applicable law, and they</p> <ul style="list-style-type: none"> <li>(i) are on leave of absence without pay, or have resigned or retired;</li> <li>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;</li> <li>(iii) their hiring would not create a conflict of interest.</li> </ul>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>7. General Considerations</b>	7.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>8. Cost of Preparation of Proposal</b>	8.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
<b>9. Language</b>	9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the language(s) specified in the <b>Bid Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	10.1. The Proposal shall comprise the documents and forms listed in the <b>Bid Data Sheet</b> .

	10.2. The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.
<b>11. Only One Proposal</b>	11.1. The Bidder shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the <b>Bid Data Sheet</b> , preclude a Sub-Bidder, or the Bidder's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.
<b>12. Proposal Validity</b>	<p>12.1. <b>The Bid Data Sheet</b> indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3. If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<b>a. Extension of Validity Period</b>	<p>12.4. The Client will make its best effort to complete the evaluation/ negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts in case of Extension of Validity Period</b>	<p>12.7. If any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8. If the Bidder fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<b>c. Sub-Contracting</b>	12.9. The Bidder shall not subcontract the whole of the Services. <b>(Replaced in BID DATA SHEET)</b>
<b>13. Clarification and Amendment of RFP</b>	13.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the <b>Bid Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Bid Data Sheet</b> . The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all



	<p>shortlisted Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Bidders and will be binding on them. The shortlisted Bidders shall acknowledge receipt of all amendments in writing. <b>(Ref. BID DATA SHEET)</b></p> <p>13.1.2. If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted Bidders reasonable time to take an amendment into account in their Proposals. <b>(Ref. BID DATA SHEET)</b></p> <p>13.2. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline. <b>(Ref. BID DATA SHEET)</b></p>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1. While preparing the Proposal, the Bidder must give particular attention to the following:</p> <p>14.1.1. If a shortlisted Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in the form of a Joint Venture, it may do so with either (a) non-shortlisted Bidder(s), or (b) shortlisted Bidders if permitted in the <b>Bid Data Sheet</b>. Association with a non-shortlisted Bidder shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Bidder shall be a lead member. If shortlisted Bidders associate with each other, any of them can be a lead member.</p> <p>14.1.2. The Client may indicate in the <b>Bid Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Bidder's own estimates for the same.</p> <p>14.1.3. If stated in the <b>Bid Data Sheet</b>, the Bidder shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Bid Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be rejected.</p> <p>14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Bid Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p> <p><b>(Replaced in BID DATA SHEET)</b></p>
<b>15. Technical Proposal Format and Content</b>	<p>15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1. Bidder shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this</p>

	<p>requirement will make the Proposal non-responsive. (<b>Ref. BID DATA SHEET</b>)</p> <p>15.1.2. Variations are not allowed.</p> <p>15.2. The Technical Proposal shall be prepared using the Standard Forms &amp; provisions provided in the RFP/Bid Document.</p>
<b>16. Financial Proposal</b>	16.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration of Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Bid Data Sheet</b> .
<b>a. Price Adjustment</b>	16.2. For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the <b>Bid Data Sheet</b> .
<b>b. Taxes</b>	16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Bidders, the Sub-Bidders, and their Experts (other than nationals or permanent residents of the Client's country). The Bidder and its Sub-Bidders and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Bid Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Bid Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4. The Bidder may express the price for its Services in the currency or currencies as stated in the <b>Bid Data Sheet</b> . If indicated in the <b>Bid Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. ( <b>Ref: Bid Data Sheet</b> )
<b>C. SUBMISSION, OPENING AND EVALUATION</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorised in the <b>Bid Data Sheet</b>, the Bidder may choose to submit its Proposals electronically.</p> <p>17.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. As stated in <b>Bid Data Sheet</b></p> <p>17.4 The signed Technical and Financial Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Bid Data Sheet</b>. All copies shall be made from the signed</p>

	<p>original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL</b>”, “[Name of the Assignment]”, reference number, name and address of the Bidder, and with a warning “<b>DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING.</b>”</p> <p>17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” followed by the name of the assignment, reference number, name and address of the Bidder, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>” Specified in <b>Bid Data Sheet</b></p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder’s name and the address, and shall be clearly marked “<b>DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING</b>”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Bid Data Sheet</b> and received by the Client no later than the deadline indicated in the <b>Bid Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<b>18. Confidentiality</b>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<b>19. Opening of Technical Proposals</b>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Bidders’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Bid Data Sheet</b>). The opening date, time and address are stated in the <b>Bid Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITB.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the</p>

	presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Bid Data Sheet</b> .
<b>20. Proposals Evaluation</b>	<p>20.1 Subject to provision of Clause 15.1 of the ITB, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p><b>(Refer BDS for additional clauses)</b></p>
<b>21. Evaluation of Technical Proposals</b>	21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Bid Data Sheet</b> . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Bid Data Sheet</b> .
<b>22. Financial Proposals for QBS</b>	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Bidder is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Bidder is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. <b>(Ref. Bid Data Sheet)</b>
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	<p>23.1 After the technical evaluation is completed, the Client shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Bidder's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Bid Data Sheet</b>) is optional and is at the Bidder's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Bidders whose proposals have passed the minimum technical score. At the opening, the names of the Bidders, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Proposals. <b>(Ref. Bid Data Sheet)</b></p>
<b>24. Correction of Errors</b>	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal. <b>(Ref. Bid Data Sheet)</b>

<b>a. Time-Based Contracts</b>	<p>24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<b>b. Lump-Sum Contracts</b>	<p><b>24.1.2</b> In the case of a Lump-Sum contract, the Bidder is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITB 25 below, specified in the Financial Proposal (Section-4, FIN-1) shall be considered as the offered price.(ref. <b>BID DATA SHEET</b>)</p> <p>24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Bidders to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low, the Financial Proposal may be declared non-compliant and rejected.</p>
<b>25. Taxes</b>	<p>25.1 The Client's evaluation of the Bidder's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the <b>Bid Data Sheet</b>.</p>
<b>26. Conversion to Single Currency</b>	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Bid Data Sheet</b>.</p>
<b>27. Combined Quality and Cost Evaluation</b>	<p>(Ref <b>BID DATA SHEET</b>)</p>
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	<p>27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Bid Data Sheet</b>. The Bidder achieving the highest combined technical and financial score will be invited for negotiations.</p>
<b>b. Fixed-Budget Selection (FBS)</b>	<p>27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the <b>Bid Data Sheet</b> shall be rejected. The Client will select the Bidder that submitted the highest-ranked Technical Proposal, and invite such Bidder to negotiate the Contract. (<b>Ref BDS</b>)</p>
<b>c. Least-Cost Selection</b>	<p>27.3. In the case of Least-Cost Selection (LCS), the Client will select the Bidder with the lowest evaluated total price among those Bidders that at least achieved the minimum technical score, and invite such Bidder to negotiate the Contract. (<b>Ref; BDS</b>)</p>

<b>D. NEGOTIATIONS AND AWARD</b>	
<b>28. Negotiations</b>	<p>28.1. The negotiations will be held at the date and address indicated in the <b>Bid Data Sheet</b> with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.</p> <p>28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative. <b>(Replaced in BDS)</b></p>
<b>a. Availability of Key Experts</b>	<p>28.3. The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITB. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.</p> <p>28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	<p>28.5. The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.</p>
<b>c. Financial negotiations</b>	<p>28.6. The negotiations include the clarification of the Bidder's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Bidders in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.</p>
<b>29. Conclusion of Negotiations</b>	<p>29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Bidder's authorized representative.</p> <p>29.2. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the Bidder of the reasons for doing so. The Client will invite the next-ranked Bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.</p>

	29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Bidders.
<b>30. Award of Contract</b>	<p>30.1. After completing the negotiations the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Bidders.</p> <p>30.2. The Bidder is expected to commence the assignment on the date and at the location specified in the <b>Bid Data Sheet</b>.</p>
<b>31. Bid Security</b>	Bid shall be accompanied with a Bid security as specified in BID DATA SHEET

## **Annexure-2A. Bid Data Sheet**

(The information of this BDS is either addition, replacement or Substitution of relevant clauses of ITB, Section-1, as the case may be)

### **A. General Provisions**

<b>2.1.</b>	<p><b>Maharashtra Metro Rail Corporation Ltd (Pune Metro Rail Project)</b> abbreviated name as “MAHA-METRO” Pune.</p> <p>It is an Open tender, any bidder who meet the eligibility criteria as per Section-3 may participate in the bid.</p> <p><b>Name of the work: - Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA METRO</b></p> <p>The tender number of the Invitation for Bids/Tender (NIT) is: <b>P1Misc-26/2020</b></p>
<b>2.2.</b>	<p>The proposed bid is <b>National Competitive Bid (NCB)</b>, Open to all eligible bidders, who qualify as per Eligibility Criteria under <b>Section- 3</b></p> <p>This Bidding Process is in <b>single stage two-packet system through e-tender portal of MAHA-METRO</b> &amp; open to all eligible bidders as per qualification criteria mentioned under <b>Section-3</b>. Unless otherwise approved by the Employer, the Bids for this Contract will be considered only from those companies / firm, that pass the Eligibility Criteria under <b>Section -3</b> based on submissions with the Bid</p> <p>The bid shall be received online through <b>E-Tender Portal</b> with URL as: <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a></p>
<b>2.3</b>	<p>Bidder may send any queries pertaining to this tender upto the date mentioned in NIT by e-mail at <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a>.</p> <p>Any queries receive after the above date &amp; time shall not be taken in to consideration for reply</p>
<b>2.4</b>	<p>Bidders may contact on following address for any assistance pertaining to submission of this tender.</p> <p><b>EXECUTIVE DIRECTOR (PROCUREMENT &amp; CONTRACT)</b> <b>MAHARASHTRA METRO RAIL CORPORATION LIMITED</b> <b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001</b> <b>E-mail: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a>.</b></p> <p>Web page: <a href="http://www.punemetrorail.org">www.punemetrorail.org</a></p>



	<p><b>All information regarding eligibility criteria, scope of the work, contract conditions are provided in Tender Document (RFP Documents). Interested bidders may download it from the E-Tender portal of Maha-Metro.</b></p> <p>In case of support or help required during online submission or difficulty encountered during online submission, the Bidders may contact the following officials: <b>(Helpline for on line submission of Bid only)</b></p> <p><b>1. Prashant Jadhav (Tender Support Executive): 8879976221</b>  <b>2. Sachin Hattali (Tender Support Executive): 9167969611</b></p>
<b>3</b>	<p><b><u>Additional to existing clause of ITB</u></b></p> <p>A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>(c) has the same legal representative as another Bidder; or</li> <li>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</li> <li>(e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid or</li> <li>(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</li> <li>(g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or has a close business or family relationship with a professional staff of the Employer (or of the project implementing Employer, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the procurement process and execution of the contract.</li> <li>(h) No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor.</li> </ul>

<b>4</b>	No prior shortlisting of bidder shall be done. The bid is open National Competitive Bid and will be received through E-Tender portal of Maha-Metro <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a>
<b>6.1</b>	Eligibility Criteria as described in <b>Section -3</b> of Bid Document. The work is financed by Equity of Government of India and Government of Maharashtra.
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	The language of the bid is: English  All correspondence/ exchange shall be in the English language.  Language for translation of supporting documents (If enclosed in any other language other than English) and printed literature is English certified by a licensee translator.
<b>10.1</b>	<b>The proposal shall be submitted through e-tender portal of MAHA-METRO.</b>  <b>(a) Technical Proposal: (Online Technical Envelope)</b> Documents required to be enclosed as per Annexure-2C, Section-3, Section-4 & Section -7 of RFP /Tender Document  <b>(b) Financial Proposal: (Online Financial Envelope)</b>  To be filled online or upload on e-tender portal of MAHA-METRO as per Section-08. Financial Bid
<b>10.2</b>	No middleman, agent, or any proxy is permitted in this bid.
<b>11.1</b>	No Joint Venture permitted. Bidder shall submit only one bid. If bidder submits more than one bid, the bid shall be treated as conflicting bid and shall be out rightly rejected.
<b>12.1</b>	The bid validity period shall be <b>180 days</b> , from the final date of submission of bid.
<b>12.9</b>	The Bidder shall not subcontract any part or the whole of the Services awarded to them.
<b>13.1</b>	Intending bidder may submit queries pertaining to the content of Bid Documents & bidding process on or before the last date of submission of queries in writing through e-mail from the bidder, as per schedule mentioned in NIT. Queries received after this date shall not be taken into consideration. Email ID for sending queries: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a>
<b>13.1.1</b>	Such amendments shall be issued in form of Corrigendum, Addendum, Clarification, Reply of Pre-Bid queries etc. shall be uploaded on E-Tender portal of Maha-Metro. These amendments are accessible to all intending bidders and shall be treated as a part of Bid Document. No bidder shall be replies individually.
<b>13.1.2</b>	This tender is Single stage two packet system, through E-Tender, and is open to all eligible bidders. No shortlisting shall be done prior to submission of bid. Bidder shall

	ensure their eligibility themselves as per Section-3 of bid documents prior to submission of bid. Technical evaluation of bidders shall be done after submission of bid & financial bid of only Technically qualified bidder shall be opened and evaluated further.
<b>13.2</b>	Bidders may do so online on E-Tender portal prior to the deadline of final date & time of submission of bid as per NIT. No amendments / modification is permitted thereafter.
<b>14.</b>	<p>a) Bidder shall submit his bid unconditional. No change/alteration in tender conditions/suggestion sheet/assumption/exclusion or change in any text of bid document is allowed by bidders. Bid enclosed with any of the above shall be treated as conditional bid &amp; such bids shall be rejected out rightly.</p> <p>b) Bidder should ensure that the none of the part of Financial Bid should be up loaded in anywhere in the Technical Section, if the bidder does so then his bid will be rejected out rightly.</p> <p>c) Submission of any fake, forged, fabricated documents or document with concealed information with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid &amp; forfeiture of EMD / Bid Security (Partial or Full).</p> <p>d) If bidder furnish false information, false &amp; forged experience certificate / documents with the bid, which fails in authenticity verification by MAHA-METRO, shall lead to disqualification from the tender process and or termination of contract even after award of the contract, including forfeiture of Performance Guarantee. Such bidder may be debarred from participation in the future bid of MAHA-METRO</p> <p>e) <b>Tampered/ altered/ fabricated or concealed information</b> All submitted work certificate, documents shall be exact certified copy of original, without any change / alteration / correction / concealment / forging / Tampering / fabrication. Any document pertains to bidders' eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.</p>
<b>15</b>	15.1.1- Deleted
<b>16.1</b>	<p>As per Section-8, Financial Bid.</p> <p>Ref: (a) &amp; (b).</p> <p>No cost associated with preparation &amp; submission of bid shall be reimbursed by Maha-Metro. Bidder has to bear all such cost themselves.</p>
<b>16.2</b>	<p>Price Variation not permitted during the entire period of completion of work &amp; extension thereafter, if any.</p> <p>The bid price shall not be adjusted in event of delay of award of work.</p>

16.3	<p>I. Quoted price shall be inclusive of all kind of taxes excluding GST.</p> <p>II. All Taxes prior to Base date i.e. 28 days prior to latest date of submission of Bid is deemed to be inclusive of price quoted by Bidder.</p>
16.4	The currency of the Bid shall be <b>Indian National Rupees (INR)</b>
16.5	The currency of payment shall be <b>Indian National Rupees (INR)</b>
<b><u>C. Submission, Opening and Evaluation</u></b>	
17	<p style="text-align: center;"><b><u>Technical Package</u></b> <b><u>E-Tender Submission</u></b></p> <p>The Bidder shall submit/ upload (through digital signature on e-tender portal of MAHA-METRO) in the “Technical Package” / “Technical Section”.</p> <ol style="list-style-type: none"> <li>i. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read &amp; examine the document &amp; process carefully.</li> <li>ii. All enclosure described in Annexure-2C, Section-3, Section-4 &amp; Section-7 of Bid Document at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.</li> <li>iii. For submission of Tender Document and Corrigendum, a Tick (✓) submission Process has been enabled in Technical Section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents &amp; corrigendum / Addendums and its clauses. By clicking on the tick (✓) the bid documents &amp; corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.</li> <li>iv. If the bidder has completed the submission process of his bid before due date &amp; time of submission and in the meantime employer issue a corrigendum, in such circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the newly added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly &amp; re-submit it prior to final date &amp; time of submission of bid.</li> <li>v. Physical Sign &amp; seal of bidder on each page of Bid Documents available online is not required.</li> <li>vi. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Envelope/Section” of E-Tender Portal.</li> <li>vii. If the bid is submitted by a JV/Consortium (<i>If permitted</i>), the digital signature</li> </ol>

	<p>accessing &amp; submitting the tender on E-Tender portal, after authorizing the digital signature of a person of JV/Consortium member by all members separately.</p> <p>viii. However where ever physical signature is required only the signature of authorized member of Lead Member of JV/Consortium (<i>if Permitted</i>) is allowed to sign such documents, supported by appropriate Power of Attorney as per provision &amp; format given elsewhere in Bid Document.</p> <p>ix. Physical Sign &amp; seal of bidder on each page of Bid Documents available online is not required.</p> <p>x. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelop of E-Tender Portal.</p> <p>xi. Each entity of Technical Section / Technical Envelope has a capacity to upload a document of 20 MB.</p> <p>xii. If any enclosures are more than 20 MB, it may be split by bidder to the size of 20 MB or less &amp; proceed further for up loading in Technical Section / Technical Envelope.</p> <p>xiii. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in “Additional Document” section of “Technical Envelope/ Technical Section” of E-Tender Portal.</p> <p>xiv. No information pertaining to “Financial Bid” shall be uploaded or disclosed anywhere in “Technical Bid” Technical Section/ Technical Envelope of E-Tender Portal.</p> <p>xv. All uploaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be “Index Of Enclosures”</p>
	<p style="text-align: center;"><b><u>Financial Package (E-Tender Submission)</u></b></p> <p><b>Financial I Section on E-Tender Portal of MAHA-METRO.</b></p> <p>The Financial bid / Price bid shall be filled on line in Financial Section / Financial Envelope of E-Tender Portal. However, in certain cases the BOQ may be required to fill manually &amp; scanned copy may require to be up loaded on Financial Envelope / Financial Section of E-Tender Portal of MAHA-METRO.</p> <p>The instruction of Financial Bid &amp; BOQ of Tender Document may be followed regarding this</p>
<b>17 (Addition-1)</b>	<p>Every Bidder is required sign the bid himself or through a legal <b>power of attorney (POA)</b> duly signed and stamped, authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney provided</p>

	<p>in <b>Section-7: Forms</b>. The mode of execution of the power of attorney (if required) should be in accordance with the procedure laid down by the applicable law.</p> <p><b>In case of proprietorship firm, the owner of the bidding firm / company shall sign the all documents along with an Undertaking stating that it is proprietorship firm and signatory is the owner of the firm.</b></p> <p><b>Scanned copy of such documents shall be uploaded by bidder on E-Tender portal</b></p>
<b>17</b> <b>(Addition-II)</b>	<p>The Bidder shall, on or before the date given in NIT, submit his Bid online at <b><u><a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a></u></b> and follow the procedure and steps of E-Tender portal of Maha-Metro. Details have been given in <b>E-Toolkit</b> given in <b>Annexure-2B</b></p> <p>I. <b>Cost of the bid document: Rs. 11800/ (INR Eleven Thousand Eight Hundred only)</b> – non-refundable (inclusive of applicable taxes, GST) payable through e-payment by Credit Card/ Debit Card/Net Banking, as per procedure given in e-tender portal.</p> <p>II. <b>Bid Security:</b> The total bid security amount shall be <b>INR 1.5 Lacs</b> to be submitted in the form of Bank Guarantee, as per procedure given in bid documents, from an Indian Schedule commercial bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934.</p> <p>III. <b>Bid Processing fees:</b> NIL</p> <p>IV. <b>Technical Package:</b> To be submitted at appropriate place i.e. Technical Section on e-tender portal.</p> <p>V. <b>Financial Package:</b> Financial bid form to be duly filled up directly in the Commercial Section on e-tender portal and nowhere else.</p> <p><b>Bidder should ensure that the none of the part of Financial Bid should be up loaded in anywhere in the technical envelope, if the bidder does so then his bid will be rejected out rightly.</b></p> <p><b>Date &amp; Time of Submission of Tender:</b> as per NIT</p>
<b>17</b> <b>(Addition-III)</b>	<p>Unless obtained directly by the bidder concerned from the Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available / uploaded by employer on E-Tender portal of MAHA-METRO shall prevail.</p>
<b>18</b>	<p><b><u>Addition to the existing clause.</u></b></p> <p>The Bid Documents and any corrigendum / addenda thereto, together with any further communications, are issued for the purpose of enabling the Bidders to submit the Bids only. The Bidder shall not disclose any information contained in the documents or</p>

	<p>otherwise supplied in connection with this Bid invitation to any third party except for the purpose of preparing its Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded except otherwise stated in the Bidding Documents and the Contract. In the event that such confidentiality is breached, the Employer may reject the Bid.</p>
19	<p>The bid opening shall take place at office of:  <b>Executive Director (Procurement &amp; Contract)</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b>  <b>(Pune Metro Rail Project)</b>  <b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 (INDIA)</b></p> <p><b>Date: As per NIT</b>  <b>Time: 16:30 hrs.</b></p> <p>The bidders have only option to submit their bids electronically, the electronic bid opening procedure shall be as under:-</p> <p><b><u>The Technical Envelope / Packages of Online Submitted Bids shall be opened/downloaded by the opening committee on due date and time of Bid opening.</u></b></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p><b>Add following paragraph below the existing paragraph of ITB 25.1:</b></p> <p>The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.</p> <p>After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of technically successful bidder shall be opened. The date &amp; time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p> <p>EMD / Bid Security of unsuccessful Bidders will be discharged/ returned within a period of 60 days after award of contract to the successful bidder. Bidder shall not be entitled for any interest on EMD /Bid Security deposit.</p> <p>The Employer shall prepare a record of the bid opening that shall include, minimum the name of the Bidder and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of</p>

	a Bidder's signature on the record shall not invalidate the contents and effect of the record.
<b>20</b>	<p><b><u>Addition to existing clauses:-</u></b></p> <p>The bid for this work shall be submitted electronically on E-Tender portal of Maha-Metro. Modification of the submitted bid is permitted prior to the final closure of bidding process as per schedule of submission of Bid (Last Date &amp; time).</p> <p>The bid submitted to the e-tender portal of MAHA-METRO shall be opened as per schedule of NIT or any corrigendum thereafter and evaluated as per procedure of Section-4 of RFP/Tender Document.</p> <p>The bid which is not full/ complete in any manner shall not be considered for evaluation.</p>
<b>21</b>	<p><b>General Evaluation:</b> Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>• All enclosures, declarations, formats and BoQ (If instructed to upload a filled &amp; scanned copy of BOQ or a part of BOQ) of financial bid are properly signed; and</li> <li>• the complete bid document should be uploaded to the e-tender portal of MAHA-METRO through digital signature of bidders along with all enclosures</li> <li>• has been accompanied by a valid Bid Security; and</li> <li>• meets the Evaluation Criteria as per <b>Section-4</b> Bidders, which do not qualify in any of the minimum eligibility criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected</li> </ul> <p><b>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</b></p>
<b>22</b>	Deleted
<b>23</b>	<p>The financial bid of only qualified bidder during Technical Evaluation shall be considered &amp; opened online in presence of Bidders who opted to witness the opening process. Absence of any bidder or all bidders shall not be a reason of postponement of opening of financial bid.</p> <p>The venue of opening of Financial Bid shall be the same as described at Clause No. 19 above</p>
<b>24</b>	Only arithmetical correction, if any, shall be done by evaluation committee.
<b>25</b>	The financial proposal submitted by bidder includes all kind of taxes applicable as per legislation of Government of India or Government of Maharashtra excluding GST
<b>26</b>	Indian National Rupees (INR)
<b>27</b>	<p>(a) The evaluation of bid shall be done as per "Evaluation Criteria" of Section-4</p> <p>(b) Deleted</p>



	(c) Deleted
<b>D. Negotiations and Award</b>	
<b>28</b>	As per standard bid process no negotiation is permitted except special circumstances.
<b>30.1</b>	Award letter shall be issued to successful bidder after acceptance of competent authority. Contract agreement shall be signed after submission of performance security
<b>30.2</b>	Date of commencement shall be date of issue of LOA (Letter of acceptance)
<b>31</b>	<b>Bid Security:</b> The total bid security amount shall be <b>INR 1.5 Lacs</b> to be submitted in the form of Bank Guarantee, as per procedure given in bid documents, from an Indian Schedule commercial bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934.
<b><u>Additional Clauses</u></b>	
<b>32</b>	The successful Bidder has to establish a <b>Coordination Office at Pune</b> if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Bill of Quantities and no separate / extra / additional payment will be made on this account.
<b>33</b>	<b>No JV/Consortium allowed to participate in this bid</b>
<b>34</b>	The bidders must not have been banned, blacklisted, debarred by any Central / State government department or public sector, as on the date of Bid submission. The Bidder should submit undertaking to this effect.  Simultaneously the bidder should not be listed in exclusion list of <b>Word Bank (Ref. Section-7, FormB-7)</b> . The Bidder should submit undertaking to this effect.
<b>35</b>	Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.
<b>36</b>	<b>The bidding document consist the following:</b>  The Bidding Documents consist of, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with <b>ITB 8</b> .  <b>Section -1. Notice Inviting Tender (NIT)</b> <b>Section- 2. Instructions to Bidders (ITB)</b> <b>Annexure-2A. Bid Data Sheet (BDS)</b> <b>Annexure-2B. Tool Kit of e-tender</b> <b>Annexure-2C-List of Document to be attached.</b> <b>Section- 3. Eligibility Criteria</b> <b>Section- 4. Evaluation Criteria</b> <b>Section- 5. Scope of Work</b> <b>Section-6. Condition of Contract</b>

	<b>Annexure-6-A. Corrupt and Fraudulent Practices</b> <b>Section -7. Bidding &amp; Contract Forms</b> <b>Section -8 Financial Bid</b> <b>Section – 9 5D BIM</b>
37	Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.
38	The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents as uploaded on the E-tender portal of MAHA-METRO.
39	Alternative bids shall <b>not be permitted</b>
40	The successful tenderer will have to deposit a <b>Performance Security @ 10% (Ten Percent)</b> of the awarded value of the work within <b>15 days</b> of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of <b>Bank Guarantee Of Scheduled Commercial Bank</b> , having business office in India and drawn in favour of Maharashtra Metro Rail Corporation Ltd. The performance security should remain valid for a period of <b>60 days</b> beyond the date of completion of all the contractual obligations of the successful bidder.
41	<p>(a) Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO</p> <p>(b) Any modification in the form of an addendum will be uploaded on the e-tendering portal <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a> within the date given in NIT, which shall be available for all the prospective Bidders</p>
42	<b>Insurance</b> All kind of insurance pertain to this work shall be arrange by bidder at his own cost. Cost of such insurance including taxes upon it is deemed to be inclusive in quoted cost.
43	<p>(b) <b>Bidders may submit their queries/suggestions/assumption/ at the time of Pre-Bid meeting or until the last date of receipt of queries as mentioned in NIT. Such queries &amp; suggestion shall be replied by MAHA-METRO as a Corrigendum &amp; shall be part of bid documents &amp; contract agreement thereafter.</b></p> <p>(c) <b>None of the bidder shall be replied individually.</b></p> <p>(d) <b>Merely submitting the queries/suggestion/assumption by bidders to MAHA-METRO shall not be understood that it is a part or replacement of clauses of contract documents.</b></p> <p>(e) <b>MAHA-METRO reserve the right to accept or reject such suggestion/alterations/queries. Any acceptance of such suggestion by MAHA-METRO shall be published on E-Tender Portal of MAHA-METRO in</b></p>

	<p><b>Corrigendum &amp; shall be part of Contract Document &amp; Contract Agreement thereafter.</b></p> <p><b>(f) Bidder shall submit his bid unconditional. No change/alteration in tender conditions/suggestion sheet/assumption/exclusion or change in any text of bid document is allowed by bidders. Bid enclosed with any of the above shall be treated as conditional bid &amp; such bids shall be rejected out rightly.</b></p>
<b>44</b>	<p><b><u>Submission of Fake &amp; forged document</u></b></p> <p><b>I. If bidder furnish false information, false &amp; forged experience certificate/documents with the bid, which fails in authenticity verification by MAHA-METRO, shall lead to disqualification from the tender process and forfeitures of Bid Security/EMD and or termination of contract even after award of the contract, including forfeiture of Performance Guarantee.</b></p> <p><b>II. Submission of any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid &amp; forfeiture of EMD / Bid Security (Partial or full). Such bidder may be debarred from participation in the future bid of MAHA-METRO</b></p> <p><b>III. Tampered/ altered/ fabricated or concealed information</b> All submitted work certificate, documents shall be exact certified copy of original, without any change / alteration / correction / concealment / forging / Tampering / fabrication. Any document pertains to bidders eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.</p>
<b>45</b>	<p><b>(a) Bidders may submit their queries/suggestions/alteration/assumption until the last date of receipt of Pre-Bid queries only. Such queries &amp; suggestion shall be replied by MAHA-METRO as a Corrigendum &amp; shall be part of bid documents &amp; contract agreement thereafter.</b></p> <p><b>(b) Merely submitting the queries/suggestion/alteration by bidders to MAHA-METRO shall not be understood that it is a part or replacement of clauses of contract documents. MAHA-METRO reserve the right to accept or reject such suggestion/alterations/queries. Any acceptance of such suggestion by MAHA-METRO shall be published on E-Tender Portal of MAHA-METRO in form of Corrigendum &amp; shall be part of Contract Document &amp; Contract Agreement thereafter.</b></p> <p><b>(c) Bidder shall submit his bid unconditional. No change/alteration in tender conditions/suggestion sheet/assumption/exclusion or change in any text of bid document is allowed by bidders. Bid enclosed with any of the above shall be treated as conditional bid &amp; such bids shall be rejected out rightly.</b></p>
<b>46</b>	The tender and contract shall be governed by Indian Contract Act 1872 & Indian Arbitration & conciliation Act, 1996 and their further amendments from time to time.
<b>47</b>	The Jurisdiction of court shall be High Court of Judicature of Bombay, Bench at Mumbai.
<b>48</b>	<b><u>Right to Change/ postponement /defer/cancellation/ Withdrawal of bid &amp; bidding procedure by MAHA-METRO.</u></b>

	<p>MAHA-METRO (Employer) reserve the right to postpone / defer / cancel or recall/ withdraw the entire bidding procedure at any stage without assigning any reason. Such changes shall be notified in form of <b>Corrigendum</b> published on E-Tender portal of MAHA-METRO. In this circumstance, the bidders shall not have any claim towards the cost &amp; expenditure incurred by bidders for preparation of bid &amp; bid document cost. Bidder shall not be paid any compensation, whatsoever towards the above.</p>
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**Annexure- 2B****(Tool Kit for using E-Tender Portal of MAHA-METRO)****TENDERING PROCEDURE****A] Tender Forms.**

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

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

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

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

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

**ii. Obtaining a Digital Certificate:**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the

Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

**C) The e-tender portal contains two sections: Technical Bid Submission & Financial Bid Submission.**

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

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

**i. Preparation of online Briefcase:**

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

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

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

**ii. Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed **Tender Notice (NIT)** along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA-METRO and **Eligibility Criteria (EQ)** on the home page of MAHA-METRO e-Tendering Portal on

<https://mahametrorail.etenders.in> under the section Online Tenders. Viewing & downloading the **NIT & EQ** is free of cost.

iii. **Download of Tender Documents:**

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

iv. **Online Submission of Bid:**

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.\*
- d. Bidder have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. **For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (✓) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
- h. **If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.**
- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.



- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.
- k. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb only at each entity.
- l. If bidder are desirous to upload a file more than 20mb size , he shall spilt the file in two or more parts of 20mb or lesser than 20mb each and can upload the same at appropriate **Technical Template** or “**Additional Document**” section of “**Technical Envelope/section**” of E-Tender Portal.

**Note:-**

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

v. **Short listing of Contractors for Financial Bidding Process:**

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

vi. **Opening of the Financial Bids:**

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

vii. **Tender Schedule (Key Dates):**

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

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

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

**Terms and Conditions for Online-Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service

provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

**Privacy Policy:**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully 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/offers. General

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

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability

limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

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

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

### **Limitation of Liability of Merchant/ Payment Gateway**

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

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

**Miscellaneous Conditions:**

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

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

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

**Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information**

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

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

**Annexure-2C****LIST OF DOCUMENTS TO BE  
ENCLOSED**

The tendering firm/company is required to enclose self-attested photo copies of the following documents along with the Technical Bid. These documents are essential for evaluation of the bid submitted by bidder

<b>S.No.</b>	<b>Description</b>
<b>1.</b>	BID Index (Which shall include the description of document with page No.)
<b>2.</b>	Relevant Experience certificate as per Cl. No.3.2.1 , Section-3  Copy of Work order /LOA /completion certificate issued by of Government of India/ Any State Government /Statutory Bodies/ Autonomous Govt. Institutions/ Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs during the last five (05) Years for providing security services.
<b>3.</b>	Proof of previous defence employment of a person at the senior leadership/management as per clause no. 3.2.2
<b>4.</b>	Proof of age i.e. SSC certificate, Educational Qualification, Proof of Employment with bidder & PF Number of QRT Leader as per Cl. No.3.2.3
<b>5.</b>	Summary of balance sheet mentioning Turn over (Certified by Chartered Accountant) as per Cl. No. 3.2.4, Section-3 (FY 2017-18, FY 2018-19 & FY 2019-2020)
<b>6.</b>	E.P.F. Registration Certificate as per Cl. No. 3.2.5, Section-3
<b>7.</b>	E.S.I. C. Registration Certificate as per Cl. No. 3.2.6, Section-3
<b>8.</b>	GST Registration No. as per Cl. No. 3.2.7, Section-3
<b>9.</b>	PSARA License as per Cl. No. 3.2.8, Section-3
<b>10.</b>	ISO 9001:2008 certificate as per Cl. No. 3.2.9, Section-3
<b>11.</b>	Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be) as per Cl. No. 3.2.10, Section-3
<b>12.</b>	Copy of PAN card.
<b>13.</b>	Experience of providing QRT/Rapid Action services to any Metro Rail Projects in India
<b>14.</b>	List of Ex-Serviceman (Less than age of 50 Years) on roll with P.F. Number supported by photo copy of Identity Card of employer.
<b>15.</b>	RC of a 6 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. Registered not earlier than Aug-2019, in the name of firm / company or its proprietor.

	Photograph from 3 side (Front, Side & Back) to be enclosed.
16.	Proof of office at Pune (If any)
17.	Training center with trainers having experience in training of Special Forces. ( <i>Valid registration of such training center along with detail of trainer</i> )
18.	List any arbitration cases/ legal disputes on Current/ previous work / tender - Mention name of work/project, reason for dispute, party filing the suit and current status (If any)
19.	Bidder information (Section-7) Form- B-1
20.	Declaration (Section-7) Form- B-2
21.	Average annual turnover (Section-7) Form-B-3
22.	Summary of Experience, (Section-7) Form B-4
23.	Copy of Power of Attorney signing the bid. (Section-7) Form- B-5
24.	Undertaking(Section-7) – If bid is signed by proprietor/ owner himself Form-B5A
25.	Declaration about corrupt & fraudulent practices (Section-7) Form-B-6
26.	Affidavit as per (Section-7) Form B-7
27.	Affidavit as per (Section-7) Form B-8



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

1. The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
2. Bidders shall not have a conflict of interest. The bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:
  - (a) Submit more than one tender for the work.
  - (b) If bidders in two different tenders have controlling shareholders in common.
  - (c) If bidders have common partner/s
  - (d) If bidders having any family relation with the any employee of MAHA-METRO.
3. A firm, who has purchased the tender document in their name, can submit the tender as an individual firm only. Tender from Joint Ventures/Consortiums of firms is not allowed.
4. The Tenderer must not have been blacklisted or deregistered by any central/state government department or public sector undertaking of Govt. of India or State Government during last **5 years** and such black listing must not be in force on the date of submission of bid.

**3.2 Minimum Eligibility Criteria: - (Initial Filter)**

1. **Experience:** - The bidder will be qualified only if they have **Similar Work\*\*\*** experience during last **Five (05) years** preceding from **31<sup>st</sup> July 2020**
  - a) At least **One** completed **Similar work\*\*\*** in one contract, with total receipts not less than **Rs. 120 Lakhs** (excluding GST)  
**Or**
  - b) At least **Two** completed **Similar works\*\*\*** in two contracts, with total receipts (Collectively) not less than **Rs. 150 Lakhs** (excluding GST)  
**Or**
  - c) At least **Three** completed **Similar works\*\*\*** in three contracts, with total receipts (Collectively) not less than **Rs. 180 Lakhs** (excluding GST)

**Similar Works\*\*\* Experience:** - Past experience and satisfactory completion means provisioning of **General Security for last five (05) years (Preceding years from 31 July 2020)** and also should have experience of providing QRT services for minimum period of **Six Months** to department of the Government of India/ Any

State Government /Statutory Bodies/ Autonomous Govt. Institutions / Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities / PSUs and any Metro Rail projects during last five years.

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

- (i) Experience Certificate signed & stamped by Client/Employer with address & contact nos. /email ID, clearly describing the number of Security Personals Deployed, Duration of deployment & Amount received (excluding service taxes) towards this deployment will only be acceptable.
  - (ii) Certificate issued by any Individual/ Private firm/Company/Private Limited Company/Private Corporates/Private universities/Private Colleges / Cooperative societies /Cooperative banks/ Private Industries / Shopping Complex / Malls/ NGO shall not be considered for evaluation.
  - (iii) The enclosed certificate shall be exclusively for Providing Security Personals and any fabricated, derived or vague experience certificate shall not be considered for evaluation.
2. **Senior Leadership/Management:** Bidder should have Ex- Indian Army officer of the rank not below of Lt. Col or its equivalent in the Indian Navy or Indian Air Force on its roll for a period exceeding one year.  
(*Proof of previous defense employment, Proof of Employment with bidder should be enclosed along with PF number of employee*)
  3. **ORT Leader Qualification:** QRT Leader should be a Junior Commissioned Officer (Subedar or its equivalent), below 50 years of age as on 01 August 2020. Should be in excellent health and have a minimum education qualification of HSC. (*Proof of age i.e. SSC certificate, Educational Qualification, Proof of Employment with bidder & PF Number should be enclosed*)
  4. **Financial Criteria:** The bidders will be qualified only if their average annual turnover over for **last Three (03) audited financial years (FY 2019-2020, FY 2018-19 & FY 2018-17)** from “**Providing of Security Services**” is not less than **Rs. 3 Cr. (INR Three Crores only) (Only Summary of annual turnover Certified by Statutory Auditor, to be enclosed)**
    - 4.1 **Profitability:** Profit before Tax should be positive in at least 2 (two) year out of the last three audited financial years ((FY 2017-18 FY 2018-19, FY 2019-20).
    - 4.2 **Networth:** Networth of the bidders shall not be less than **Rs 50 Lakhs** in FY (2019-20)

5. **Registration under Provident Fund:** The bidders will be qualified only if they are registered with **Provident Funds Department**. Bidder has to submit attested copy of the certificate of PF registration.
6. **ESIC Registration:** The bidders will be qualified only if they are registered with ESI. Bidder has to submit attested copy of the certificate of registration with **Employee State Insurance Corporation**.
7. **GST Registration:** - The bidder must have a valid GST registration under the relevant act. Bidder has to submit attested copy of the certificate of registration under GST Act
8. **Private Security Agency Regulation Act, 2005(PSARA License) & Maharashtra Private Security Agencies (Regulation) Rules-2007 :-** The bidders must have a **PSARA** license in accordance to “**Private Security Agency Regulation Act, 2005**” and as per provision of **Maharashtra Private Security Agencies (Regulation) Rules-2007**. Bidder have to submit attested copy of the certificate of registration valid on the last date of submission of bid.
9. **ISO Certifications:** The bidder should have ISO 9001:2008, OHSAS 18001:2007, EN ISO 14001:2004 certifications for Providing Security Services, which must be valid on the last date of submission of bid.
10. **Registration:** - Statutory Registration under Shop Act License certificate/Company Act/ Certificate of Incorporation (As the case may be)

### **Special Notes:**

1. The Bidder shall submit details of “**Similar Work Experience\*\*\*\***” in the **Form given in Section-7** along with documentary proof such as client’s certificates as mentioned in **clause no. 3.2 (Note- i, ii & iii)** above.
2. Bidder has to submit Audited Balance Sheet of last three financial years i.e. FY 2019-20, 2018-2019 and 2017-2018. In case the financial data of Financial Year 2019-2020 are not audited then Provisional Balance Sheet duly certified by Statutory Auditor may be provided (only summary of Annual Turnover certified by statutory auditor, to be enclosed)
3. The offers submitted without the documentary proof of minimum eligibility criteria (Initial Filter) as stated above at Cl. No. 3.2- (1, 2, 3, 4, 5, 6, 7, 8, 9 & 10) shall not be considered for Technical & Financial Evaluation and such Bids will be rejected.

4. The Bid submitted by Bidders, who do not qualify the minimum eligibility criteria as stipulated in the clauses Cl. No. 3.2- (1, 2, 3, 4, 5, 6, 7, 8, 9 & 10) above, shall not be considered for further Technical & Financial Evaluation and such Bids will be rejected.
5. The Agency should provide an undertaking that they shall comply with all relevant statutory norms like minimum wages, employees' provident fund, Employees State Insurance and GST etc.

**SECTION -4****EVALUATION CRITERIA**

The evaluation committee will be constituted by the MAHA-METRO to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to or all aspects of the Technical Qualification & Evaluation criteria.

- a) Financial Proposals will remain unopened for those Agencies who fail to meet the minimum technical criteria.
- b) Financial Proposals shall be taken up only with those firm/company who meet the technical criteria.

**Tender Evaluation:**

The technical evaluation carries weightage of **70% of Stage-I score & financial evaluation carries weightage of 30% of Stage-II score** at final combine scoring of the bidder.

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

On the first stage, the technical proposal will be evaluated on the following criteria. Only those bidder whose technical proposal scores minimum **60 Marks** out of **100 Marks** shall be considered for opening of Financial Bid. Maximum marks assigned for different evaluation criteria specified below:-

S. No.	Description of Technical Evaluation Criteria	Maximum Marks
I.	<p>Average annual turnover over for <b>last Three (03) audited financial years</b> for FY 2017-18, FY 2018-19 &amp; FY 2019-20 from <b>“Providing of Security Services, QRT Services”</b> Certified by Statutory Auditor</p> <p>a) From 3 Cr to 5 Cr: 5 Marks  b) Above 5 Cr to 10 Cr: 10 Marks  c) Above 10 Cr to 15 Cr: 15 Marks  d) Above 15 Cr and more: 20 Marks</p>	20
II.	<p>Number of years in business from date of Incorporation Registration Certificate of Incorporation / Statutory Registration / Shop Act License certificate (As the case may be) – Period shall be considered from the date of incorporation/Shop Act Registration of bidding firm/company.</p> <p>a) From 5 Year to 10 Years : 5 Marks  b) Above 10 Years to 15 Years : 10 Marks  c) Above 15 Years : 15 Marks</p>	15
III.	Experience of providing QRT/Rapid Action services to any Metro Rail Projects in India	15
IV.	Training centre with trainers having experience in training of Special Forces. (Valid registration with the approval of any	10

	<i>government agency of such training centre along with detail of trainer to be enclosed)</i>	
V.	<b><u>ORT Vehicle:</u></b> - Availability of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. (Registered not earlier than Aug-2019) Documentary proof /Registration of such vehicle and photograph from 3 side (Front, Side & Back) to be enclosed.	<b>10</b>
VI.	Established Office in Pune (Evidence of Address to be enclosed) and should be Operational from minimum last 2 year	<b>10</b>
VII.	Power Point Presentation based on the quality and inputs of the agency, which broadly include the following topics. i. Bidders profile along with the business details ii. Completed assignment with eminent clients iii. Details of manpower on roll & area / city of presence iv. Details of trainers v. Training Infrastructure vi. No of training courses conducted vii. Availability of Ex- serviceman / officer for conceptualization, planning, and execution of Security and QRT Service. viii. Training experience of trainers with National Security Guards, Special Forces of central govt. or state governments ix. Availability & deployment of advance security equipment / gadgets	<b>20</b>

Based upon of the above Technical Evaluation criteria, **Technical Score (TS)** of each bidder shall be worked out. Only those bidders whose technical proposal scores minimum **60 Marks** out of **100 Marks** shall be considered for opening of Financial Bid.

**Note:** - Bidders qualify the Minimum Eligibility Criteria (Initial filter) shall be invited by evaluation committee for Power Point Presentation upon the services provide by them. The Power Point Presentation shall broadly consist the topics as mentioned at Sr. No. VII above.

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

In the second stage the financial evaluation will be carried out based on, service charges of the agency, other charges etc. The authority will determine whether in the financial proposals are complete, unqualified and unconditional. The cost indicated the financial proposals shall be deemed as final and reflecting the total cost of services. Omission or mistake in calculation of obligator payments such as ESI, PF, HRA, and LWF etc. will be

disqualified. The Financial Evaluation carries weightage of **30% Financial score** shall be ranked as per the score achieved by them from lowest to highest financial score.

### **Illustration for Financial Evaluation**

Financial Evaluation will be done as per following.

Suppose there are four bidder A, B, C & D they are quoting their financial bid as under:-

The bidder may quote cost of different items as per BOQ of Financial Bid (Section-8).

During evaluation the **Total Offered Cost (Inclusive of all Taxes but excluding GST)** of work shall be

considered for evaluation.

S. No.	Name of the Party	Price Quoted by bidder (Grand Total Price in Rs.)-Financial Bid	Remark
1.	A	F1	
2.	B	F2	Suppose "B" quoted the lowest
3.	C	F3	
4.	D	F4	

The evaluation of score shall be as under:-

- i.  $A = F2/F1 \times 100$
- ii. B = Price quoted by B is the lowest, he will get full 100 mark
- iii.  $C = F2/F3 \times 100$
- iv.  $D = F2/F4 \times 100$

**Stage-III. Combined Technical and financial evaluation:** Final score shall be calculated as under: -

$$\text{Combined Weighted Score (CFS)} = (\text{TS} \times \text{TW}) + (\text{FS} \times \text{FW})$$

**CFS** = Final Score (Combined Weighted Score)

**TS** = Technical Score

**TW** = Technical Weightage (70%)

**FS** = Financials Score

**FW** = Financial Weight age (30%)

*The agency will be finally ranked as per Combined and final weighted score & the agency who will score highest marks, shall be proposed for award of the work.*

## SECTION- 5

### **SCOPE OF WORK**

#### **5.1. GENERAL:**

MAHA-METRO, Pune Metro Rail Project has its head quarter located in 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001. MAHA-METRO is implementing Pune Metro Rail Project. The scope of work for performing the QRT services are as under-

- (01) Reach – I = PCMC to Range Hills, Pune.
- (02) Reach – II = Vanaz to Civil Court, Pune.
- (03) Reach – III = Civil Court to Ramwadi, Pune.

The above described project area is not exhaustive and new addition of metro stretches / stations may take place due course of time. The work area of QRT cum Rescue Team may be amended accordingly but shall not be out of geographical area of Pune District.

#### **5.2. Configuration of QRT**

The contractor is required to provide uniformed, well trained and equipped personals for **Quick Response Team (QRT) cum Rescue Team for Reach 1, Reach 2 and Reach 3 of Pune Metro Rail Project.**

The actual requirement of personals & equipment / safety, security & rescue gadgets (Configuration of QRT) is as follows.

##### **(a) Requirement of Personals of QRT cum Rescue Team (Per shift)**

The QRT will function in three shifts.

Shift No.1: 0700 to 1500 hours.

Shift No.2: 1500 to 2300 hours.

Shift No.3: 2300 to 0700 hours.

In all there will be three officers of the rank of JCO's (Subhedar) six officer of the rank of NCO's (Ex-servicemen/Policemen) and three civilian drivers. There will be one JCO, two NCO' and one drive in one shift. The men in the QRT will be below 50 years of age and drivers will be in the age group of 45 with well-built and fit with minimum qualification of 10th pass and out of them one Person should be trained to carry out first aid activities. The driver of the vehicle shall have a valid driving license, must know the topography of the area and routes, small approach roads etc.

Before going and after returning from duty they will register their attendance to the biometric machine.



One QRT cum Rescue team shall consist of following number of personal team.

S.No.	Description	Nos	Age	Remark/Qualifications
1	QRT Officer (Highly skilled)	1	Less than 50 Years	Minimum 10 <sup>th</sup> Pass, Ex-Service Man retired from the post of Subedar or above, physically fit and trained as Paramedics/ First aid.
2	Special Trained Guard cum Rescuer (Skilled)	2	Less than 45 Years	Minimum 10 <sup>th</sup> Pass, Ex Service Man, physically fit and trained for rescue / traffic control/ mob control work/handling of any emergency.
3	Driver (Skilled)	1	Less than 45 Years	Minimum 10 <sup>th</sup> Pass, preferably Ex-Service Man, having valid Driving license of LMV, Physically fit and trained for rescue / traffic control/ mob control work/ handling of any emergency

The wages & all allied cost of above personnel are including in quoted cost of contractor

(b) **Requirement of equipment, gadgets for QRT cum Rescue Team (Per shift)**

QRT cum Rescue team shall be equipped with following equipment, gadgets always. The gadgets, equipment shall be checked, calibrated, renewed/Replaced/Repaired on a fixed duration and shall be in ready condition always. The cost of such equipment, gadgets & its durational replacement / checking are included in quoted cost by contractor.

Sr.No	Equipment / Gadgets	Numbers/ Quantities
1.	FIRST AID BOX	WITH ALL REQUIRED MEDICINE TO MEET ANY EMERGENCY AT SITE
2.	FOLDING TYPE STRETCHER	AS SPECIFIED BY ENGINEER
3.	FIRE EXTINGUISHER	AS SPECIFIED BY ENGINEER
4.	SEARCH LIGHT HIGH BEAM	AS SPECIFIED BY ENGINEER
5.	LATHIS / STICKS – 5Ft length	AS SPECIFIED BY ENGINEER
6.	MEGAPHONE	AS SPECIFIED BY ENGINEER
7.	SIGNALLING BATON	AS SPECIFIED BY ENGINEER
8.	RED & GREEN FLAG	4nos. each
9.	CAUTION TAPE	1 REEL
10.	GLOVES	6 Nos
11.	Mask	12 Nos.
12.	REFLECTIVE VESTS	4 Nos

**(c) Vehicle- for QRT**

A customized 6 (Six) seater vehicle fitted with Emergency Siren and blue beacon light, wind shield glass protection arrangement suitable for QRT team, not more than 1 (One) year old (Registered not earlier than Aug 2019) shall be deployed by contractor in each shift.

The vehicle should be defect free and in ready condition always. The initial cost, insurance, maintenance cost, repair cost, POL is inclusive in the quoted cost of contractor. The QRT will comprise of one multi coloured vehicle (sky blue, green, violet, Orange and white in colour) with Maha-Metro logo and QRT written on both sides of the vehicle with two white and two amber coloured revolving lights on the top of the vehicle

**(d) Uniform**

The QRT personal shall be dressed in a good quality uniform with emblem of service provider, Identity Card with full details, long boot, hard hat & gloves.

For QRT men – Light cream coloured dangree with black belt, light cream coloured & orange Coloured cap with logo of Metro on it and ammunition boots. Dress of driver will be dark Yellow colour dangree with above mentioned cap.

**5.3. Duties to be perform by QRT cum Rescue Team**

- 1) Providing First Aid at site in case of any accident/injury to any person
- 2) Carrying patient/injured person/persons to nearest nominated hospital
- 3) Arranging ambulance of contractor of that area in case of emergencies
- 4) Controlling mob / crowd by cordoning site of accident / diversion
- 5) Supporting traffic control and help to clear traffic jams & unauthorized parking
- 6) Piloting VIP`s and Senior officers.
- 7) Carrying dead body/bodies to Government hospital
- 8) Guiding people for road diversion, parking etiquettes etc. through megaphone.
- 9) Reporting unsafe conditions/locations that may lead to accident if any to control room
- 10) In case of accident immediately inform to control room, do the first aid if required and carry the person to nearest nominated hospital. In the meantime, collect the contact details of relatives and inform them.
- 11) Removing fallen trees or any other obstruction to clear traffic jam & help others.
- 12) Restrict entries of unauthorized persons in working area in case of emergencies.
- 13) To make aware and guide civilians to contact control room in case of emergencies.
- 14) To help disabled / aged / children in case of emergencies.
- 15) Any other work like guarding, caretaking of some important place/offices/establishment/escorting of Maha-Metro officials or relief works/evacuation work may be assigned to QRT by CPM/ED office or corporate office at the time of exigency.

#### 5.4. Controlling, Management and Working area

- (a) At the beginning of every Shift the QRT shall report to nominated Controlling CPM/ED but, keep vigil in entire project area. The movement shall be reported & recorded in the Movement Register at Controlling CPM/ED office. The controlling CPM/ED office & the person whom to report shall be informed to the successful contractor in writing after award of the work.
- (b) To perform the above duties QRT shall contact the nearest CPM/ED office and work under control of nearest CPM/ED office in case of emergency & urgent need. The CPM/ED office shall provide necessary instruction/ assistance in coordination with contractor. The QRT shall lead the rescue personals under the guidance of CPM/ED. Apart from above the QRT shall remain in contact with Control Room of Maha-Metro (Pune Metro Rail Project)
- (c) The number of Shifts is calculated as below:  
$$\text{No. of shifts per day (03)} \times \text{No. of Days (12 Months) (365 Days)} \times \text{No. of Teams (03 for Reach-1, Reach-2 and Reach-03)} = 3285$$

The number of shifts provided in the Bill of Quantities (Financial Bid-Section-8) is tentative. However, actual numbers of shift may vary from time to time and the contractor has to provide services of QRT as per actual requirement to be intimated to him from time to time.
- (d) The contractor shall be responsible for management of the QRT personals and their equipment /gadgets by him including arranging timely arrival at duty place, punctuality.
- (e) Services of **Quick Response Team (QRT) cum Rescue Team** shall be for Pune Metro Rail Project, which includes all Sites, Offices, Guest Houses, Site offices within the entire project area of Metro Rail in the geographical area of Pune District, wherever & whenever required.

#### 5.5. Reporting time, Shift Duration and Penalty

- (a) Shift duration of QRT shall be of **08 (Eight) hours**. The reporting time shall be decided by controlling CPM/ED. The personals of QRT along with all equipment/gadgets and vehicle shall report to controlling CPM/ED at stipulated reporting times.
- (b) A grace period of **30 (Thirty) Minute** is provided to QRT (with all 4 personals & equipment/gargets, vehicle) for reporting to the controlling CPM/ED.
- (c) In case of absence rate of recovery shall be as under: -
  - (i) Officer 25% of per shift rate.
  - (ii) Each Guard: - 20% of per shift rate.
  - (iii) Driver: - 15% of per shift rate.
  - (iv) All QRT Team with vehicle: - 100% of per shift rate.

(d) Reporting beyond the grace period shall lead to **penalty** as under:

<b>S.No.</b>	<b>Event</b>	<b>Penalty</b>
<b>1.</b>	<b>Late reporting of any one QRT member or entire QRT team by 30 Minutes (Grace period)</b>	<b>Exempted</b>
<b>2.</b>	<b>Late Reporting of one QRT member beyond 30 minutes and up to 45 Minutes</b>	<b>10% of cost of the shift reported for</b>
<b>3.</b>	<b>Late Reporting of two or more QRT member or entire QRT Team beyond 30 minutes and up to 45 Minutes</b>	<b>25% of cost of the shift reported for</b>
<b>4</b>	<b>Late Reporting of one QRT member beyond 45 minutes and up to 60 Minutes (Late more than 60 Minutes shall be treated as absent)</b>	<b>25% of cost of the shift reported for</b>
<b>5</b>	<b>Late Reporting of two or more QRT member or entire QRT Team beyond 45 minutes and up to 60 Minutes. (Late more than 60 Minutes shall be treated as absent)</b>	<b>50% of cost of the shift reported for</b>
<b>6</b>	<b>Absent of one QRT member</b>	<b>50% of cost of the shift reported for</b>
<b>7</b>	<b>Absent of entire QRT Team (Absence of more than one QRT member shall be treated as absence of entire QRT Team)</b>	<b>Cost of that shift shall not be billed and an additional cost equivalent to cost of one shift shall be recovered from the forthcoming bill</b>
<b>8</b>	<b>In case of QRT carry defective/ improper /inadequate/ expired equipment / gadgets (as listed at S.No. 5.2 (B) above)</b>	<b>50% of cost of the shift reported for</b>

- (d) Replacement of QRT member is permitted with a person of equivalent qualification & competency upon written request is to be made by QRT officer to the Controlling Officer prior to reporting time of the shift.
- (e) All members of QRT shall sign the **QRT Register** placed at the controlling CPM/ED office, which will be verified by Controlling Officer as decided by controlling CPM/ED.

#### **5.6. Training, Fitness Check-up and Mock Drill**

The QRT personal shall be well trained and physically fit. The proof of training & fitness certificate shall be submitted at the office of controlling CPM/ED.

A quarterly induction training, fitness check-up & mock drill to handle the prospective emergency shall be organized by contractor at his own cost and a documentary evidence shall be submitted to controlling CPM/ED. Failing to organize the above a **penalty of Rs. 5000/ (Five Thousand)** shall be recovered from the forthcoming bill.

#### **5.7. Discipline, Behaviour & Integrity**

The deployed QRT personals shall maintain discipline, well behaved & possess high level of integrity. He should follow highest level of professional ethics. The contractor shall provide induction courses related to discipline, basic official etiquette, & integrity prior to deployment of the QRT personals to MAHA-METRO. Any QRT personals showing indiscipline, misbehaviour, violation of basic official etiquette or doubtful integrity shall be removed immediately. In case of any serious offence committed by such persons, suitable penal action may be taken as per prevailing law & act and the service provider shall also be penalized in terms of partial or full forfeiture of performance security.

#### **5.8. Verification of Character, Credentials and Integrity of deployed security personals**

The persons deployed by the Contractor should not have any Police record/criminal cases against them and they should be deployed after police verification. The contractor should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment.

The contractor shall deploy the QRT persons with verified credentials and characters. Such verification shall be done by service provider at his own cost & keep it as a record. It shall be produced as & when required by MAHA-METRO. Any person with doubtful characters & credential shall be immediately removed by service provider failing which lead to partial or full forfeiture of performance security and / or termination of contract be done.

## **SECTION - 6**

### **CONDITIONS OF CONTRACT**

#### **6.1. Duration of Contract**

The contract shall commence for a period of **One Year from the date of issue of LOA.**

The period of the contract may be further extended after completion of contract period, as per discretion of **Maha-Metro.**

#### **6.2. Payment Terms: -**

- (a) Payments to the contractor shall be done on monthly basis and as per actual number of shift served according to QRT Register & verified / certified by controlling CPM/ED in compliance with requirements of contract and other terms & conditions of the contract
- (b) The number of Shift provided in Financial bid is tentative and payment shall be made as per actual number of shift served by QRT. Contractor shall not have any claim upon the number of shift provided in the Financial Bid & awarded amount.
- (c) The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in MAHA-METRO. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS. The QRT personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of personal to be deployed shall be made available to MAHA-METRO in advance and if any change is required on part of MAHA-METRO fresh list of personal shall be made available by the contractor after each and every change.
- (d) **Contractor has to submit Tax Invoices / CA Certificate showing proper tax break up with each bill, in relation to work done / service provided to MAHA-METRO**

#### **6.3. Payment of salary by Contractor**

- (a) The Contractor shall ensure that the salary to the persons so employed is made by **7th day** of the succeeding month at least @ Minimum wages notified by the Government of Maharashtra from time to time.
- (b) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour, Regulation & Abolition Act 1970), EPF etc. with regard to the QRT personnel



engaged by him for works. It will be the responsibility of the contractor to provide details of QRT personal deployed by him, in MAHA-METRO.

- (c) As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 (Seven) days of close of every month. Giving particulars of the employees engaged for MAHA-METRO works, is required to be submitted to MAHA-METRO. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time MAHA-METRO is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for MAHA-METRO.
- (d) At least one-day rest in a week shall be essentially given to the QRT member in terms of Labour Wages Act.
- (e) In case of any dispute/claims between the personals deployed by contractor as QRT, Maharashtra Metro Rail Corporation Limited shall not be party. Contractor shall be solely responsible for any statutory violation or lapses

#### **6.4.Income Tax**

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

#### **6.5.Insurance**

- (a) The contractor shall be responsible for Group Insurance / insurance pertaining to QRT personals or any kind of compensation arises during the deployment period of QRT personals.
- (b) Successful Contractor shall arrange proper & adequate insurance cover to all QRT personals deployed with MAHA-METRO at his own cost & shall submit a copy of the same within 15 days from the issuance of LOA
- (c) All medical expenses / compensation towards the sickness / disability of QRT personal shall be arranged by Contractor at his own expenses.

#### **6.6. GST (Goods & Services Tax)**

Goods & Services Tax (as applicable) shall be mentioned in each bill of Contractor as per approved billing format. The price quoted by bidder are inclusive of all taxes excluding GST and the bill produced by bidder shall clearly exhibit the breakup of price of services & taxes.

#### **6.7. Penalty Clause (Ref. clause 5.5 of Section-5 of bid document)**

#### **6.8. Price & Quantity Variation**

- (a) The final accepted & awarded price is fixed for entire period of contract and no price variation shall be considered.
- (b) Provision of Supervisory staff (Highly Skilled) & Special Trained Guard cum Rescuer may be required in future and the same shall be provided subject to directions from Maha-Metro.
- (c) The above number of shift mentioned in financial bid is tentative and as per present requirement. The future requirement may vary up to 100%. Contractor may have to provide an additional group of QRT at the same accepted rate and configuration, if required.

#### **6.9. Termination of the Contract**

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

- (a) Deficiency in service
- (b) Substandard /Physically Unfit personals deployed by the contractor & deployment of inadequate/poor quality equipment, gadgets, vehicle as mentioned above at S.No.5.2.
- (c) In case of Cessation of the requirement of work of MAHA-METRO by serving one-month notice.
- (d) Force Majeure, i.e. beyond control of either party.
- (e) Unethical / Illegal/ indiscipline/ Unprofessional behaviour of personal of QRT & contractor refuse a suitable replacement within 3 days.
- (f) QRT is a sensitive, emergency and security related issue, hence the contract may be provisionally terminated if the contractor enter in to a legal dispute with Maha-Metro in any court of India. Maha-Metro shall reserve the right to avail such services by another agency as per its discretion till the verdict of court is delivered.

- (g) In event of termination of due to any of the above reasons except S.No. (c) & (d) the performance security shall be forfeited.

#### **6.10. Other Statutory Obligations: -**

- (a) The Contractor is required to obtain/renewed a valid license from the competent licensing authority under the provisions of Contract Labor (Regulation and Abolition) Act 1970 and Contract Labor (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Contractor refuses to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by MAHA-METRO and MAHA-METRO shall be at liberty to recover losses, if any, from the Contractor.
- (b) The contractor must have a renewed PSARA license in accordance to “**Private Security Contractor Regulation Act, 2005**” and as per provision of **Maharashtra Private Security Agencies (Regulation) Rules-2007**.
- (c) The Contractor shall be obliged and solely responsible to comply with all statutory requirements in respect of the QRT personal engaged by him and MAHA-METRO shall not be a party to any dispute arising out of such deployment by the contractor.
- (d) The antecedents of QRT personal deployed shall be got verified by the contractor from local police authority and an undertaking with verification report shall be submitted to MAHA-METRO.

#### **6.11. FRAUD AND CORRUPT PRACTICES**

- i. The bidder applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, MAHA-METRO may reject at ender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of MAHA-METRO under Clause-(i) herein above, if a bidder is found by MAHA-METRO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender floated by MAHA-METRO.

iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:

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

## **6.12. LEGAL**

- (a) The firm/company shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in MAHA-METRO. The Company shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- (b) The Contractor shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to MAHA-METRO to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

- (c) The Contractor shall maintain all statutory Registration under the applicable laws. The firm/company shall produce the same, on demand, to the concerned authority of **MAHARASHTRA METRO RAIL CORPORATION LTD.** or any other authority under law.
- (d) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the firm/company by MAHA-METRO.
- (e) In case, the tendering firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof MAHA-METRO is put to any loss, obligation, monetary or otherwise, MAHA-METRO will be entitled to get itself reimbursed out of the outstanding bills or the Performance QRT Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.
- (f) Persons deployed by the contractor shall not be less than 18 years of age, which is prohibited & punishable under relevant child labour act. **An affidavit** (Form B-8) stating the above is to be enclosed with the bid.
- (g) The bidder shall also ensure that no case of sexual harassment/abuses take place at his premises / Office with the female employee out sourced to MAHA-METRO under the above bid and comply the provision of “The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)
- (h) The QRT personal to be hired shall be paid at least at the rate of minimum wages per month as per Govt. of Maharashtra’s Minimum Wages Act plus obligatory payments towards EPF/ESI, as applicable. These all expenses are deemed to be inclusive in accepted cost of QRT services. Contractor shall pay /deposit these statutory payments to concerning authority. MAHA-METRO shall not reimburse it separately.
- (i) The staff & personals of Contractor shall not be treated as employee of Maharashtra Metro Rail Corporation Limited and cannot claim an employment with Maharashtra Metro Rail Corporation Limited irrespective of length of deployment as QRT.
- (j) The contractor shall ensure minimum wages of personals in accordance with the Minimum Wages Act, 1948. The rates quoted by the bidder shall be inclusive of all statutory requirement i.e. Insurances, medical expenses, PF, ESI & Bonus etc. / all taxation liabilities as Applicable. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour, Regulation & Abolition Act 1970), EPF etc. with regard to the QRT personnel engaged by him for works.

- (k) The skill level of various manpower required for the QRT team is as under & they must be paid by contractor as per relevant & prevailing Minimum Wages Act of Govt. of Maharashtra

S.No.	Description	Nos	Age	Remark/Qualifications
1	QRT Officer (Highly skilled)	1	Less than 50 Years	Minimum 10 <sup>th</sup> Pass, Ex-Service Man retired from the post of Subedar or above, Physically fit and trained as Paramedics/ First aid.
2	Special Trained Guard cum Rescuer (Skilled)	2	Less than 45 Years	Minimum 10 <sup>th</sup> Pass, Ex Service Man, Physically fit and trained for rescue / traffic control/ mob control work/handling of any emergency.
3	Driver (Skilled)	1	Less than 45 Years	Minimum 10 <sup>th</sup> Pass, Preferably EX Servicemen having valid Driving License of LMV, Physically Fit and Trained for Rescue/ Traffic Control/ Mob control work/ Handling of any emergency.

### 6.13. FINANCIAL

- (a) The successful bidder will have to deposit a **Performance QRT @ 10% (Ten Percent)** of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance QRT will be furnished in the form of **Bank Guarantee of Scheduled Commercial Bank** having business office in India & drawn in favour of Maharashtra Metro Rail Corporation Ltd. The performance QRT should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

- (b) In case of breach of any terms and conditions stipulated in the contract, the Performance QRT Deposit of the firm/company will be liable to be forfeited/encashed by MAHA-METRO besides annulment of the contract.
- (c) The contractor shall raise the bill, in duplicate, along with attendance sheet in respect of personnel deployed in MAHA-METRO in the first week of the succeeding month.

#### **6.14. Extension of Contract period**

The contract shall commence for a period as provided in Bid Data Sheet (Annexure-2A)/Work Requirement (Section-8). However, the period of the contract may be further extended after completion of contract period, as per discretion of MAHA-METRO with following provision.

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

#### **6.15. Dispute Resolution**

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Managing Director, MAHA-METRO.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at MAHA-METRO Office only.

#### **6.16. Jurisdiction of Court**

In case of any dispute which remains unresolved by mutual negotiation or ADR method, the decision of court in the jurisdiction of **Mumbai Bench of High Court of Bombay** shall be binding and final.

## **Annexure -6 A**

### **Corrupt and Fraudulent Practices Policy**

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

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

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

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

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

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

follows: (a) Corruption of a public officer means:

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

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

- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;



- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- any other person defined as a public officer by the national laws of the Employer.

(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 mean:

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

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

**SECTION -7**

**Bidding & Contract Form**

**FORMS FOR BIDDING**

**(Form-B-1 to Form-B-8 is to be submitted by bidder along with the technical bid)**

**FORM-B-1****(TO BE FURNISHED BY BIDDER ALONG WITH TECHNICAL BID)**

1.	<b>Bidder's Name (Company Name)</b>	
2.	<b>Registered address</b>	
3.	<b>Address of Correspondence</b>	
4.	<b>Name of Proprietor/Director of Company</b>	
5.	<b>Certificate of incorporation/ Statutory Registration /Shop Act License No. and Validity Period/Date. Certificate No &amp; Date supported by copy of certificate.  (If applicable)</b>	
6.	<b>Nature of Business &amp; Establishment Year (as mentioned in Incorporation certificate)</b>	
7.	<b>Telephone Nos.</b>	
8.	<b>Fax Nos.</b>	
9.	<b>Mobile No.</b>	
10.	<b>E-mail ID</b>	
11.	<b>Contact Person</b>  <i>Name</i>  <i>Designation</i>  <i>Mobile</i>  <i>E-mail</i>	
12.	<b>Organizational Capability (Staff strength)</b>	
13.	<b>PF/ESI Details :</b>  <i>Reg. No. PF</i>    <i>Reg. No. ESI</i>	

	<i>Reg. No. Service Tax</i>		
14.	PAN Details :  <i>PAN No.</i>		
15.	A brief enlistment of Clients with whom your organization has worked (Enclosed the list supported by LOA/WO/Experience Certificate)		
16.	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)		
17.	<b>Already established office at Pune</b>	YES	NO
18.	<b>If Yes, Complete address with contact no of Pune.</b>		
19.	<b>Name &amp; Signature of the person furnishing the above statements</b>		

**Notes:-**

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

**FORM-B-2****DECLARATION**

I, \_\_\_\_\_  
/Wife of

Son / Daughter

Shri. \_\_\_\_\_ Proprietor/Director, authorized signatory of the bidder, mentioned above, is competent to sign this declaration and execute this tender document;

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

Signature of authorized person

Full Name:

Seal:

Date:

Place

**FORM-B3****Average Annual Turnover (From Security Services)**

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

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

Tender No. and title: \_\_\_\_\_

Annual turnover data (For Similar work only) Ref. "C" of Section-3		
S.No.	Year	Amount Rs.
	<i>[indicate year]</i>	<i>[insert amount ]</i>
	Average Annual Construction Turnover *	

**Note: -**

1. Attach Balance sheets duly certified by Statutory Auditor.
2. Only Average Annual Turnover from similar works i.e. security services, QRT Services should be mentioned.
3. The form must be certified by Statutory Auditor

**Form-B-4****Summary of Experience**

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

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

Tender No. and title: \_\_\_\_\_

Starting Year*	Ending Year	Contract Identification	Total Amount Receipt
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	

**Form-B-5****POWER OF ATTORNEY****(If signed by other than proprietor/owner/Managing Director/Chairman)**

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

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

issued by Maharashtra Metro Rail Corporation Limited (Maha-Metro) (the Employer) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

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

Signed by the within named

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

through the hand of

Mr. ....

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

Dated this ..... day of .....



Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution

WITNESS

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

**Notes:**

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

**FORM B-5A****UNDERTAKING**

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

I, \_\_\_\_\_ (name), S/O \_\_\_\_\_ (father's

name) \_\_\_\_\_ (address) is the proprietor of the bidding firm named as  
\_\_\_\_\_ (firm's name) and authorize signatory as the owner of the bidding firm.

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

\_\_\_\_\_(SIGN)

\_\_\_\_\_(NAME)

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

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

We declare that:

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

Signature;

Name & Designation with office Seal

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

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

I/We hereby declare that:-

The bidders \_\_\_\_\_ (Name of the bidding firm) have not been banned or blacklisted or debarred by any Central / State government department or public sector undertaking of Govt. Of India of any State Govt. of Indian Union, as on the date of Bid submission.

Simultaneously the bidder has not been listed in exclusion list of **World Bank**

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

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution

**Form-B-8****Affidavit****(To be typed on Non Judicial Stamped of appropriate value & notarized by Notary Public)**

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

I/We hereby declare that:-

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

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

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution

## **FORMS FOR CONTRACT**

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

**Form-C-1**

## Notification of Award

### Letter of Acceptance

*[Letterhead paper of the Employer MAHA-METRO]*

[Date]

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

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

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You are requested to furnish the Performance Security @ 10% of awarded cost within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 7 – Bidding & Contract Forms, of the Bidding Documents

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of institution: \_\_\_\_\_

**Attachment: Contract Agreement**



**Form-C-2**

**Contract Agreement**  
**CONTRACT AGREEMENT**  
**(Tender No. \_\_\_\_\_)**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **Maharashtra Metro Rail Corporation Limited**, a company incorporated under company act 2013, vide CIN U60100MH2015SGC262054 having its registered office at “**Metro House, 28/2, Anand Nagar, C K Naidu Road, Civil Lines, Nagpur – 440001** and Project Office addressed as **Pune Metro Rail Project, The Orion Building, 1<sup>st</sup> Floor, 101, Opp. Don Bosco Youth Centre, Koregaon Park, Pune-411001**, hereinafter referred “**the Employer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to including his heirs, successors and legal representative) of the one part,

and

(*Contractor's Name*), having its registered office at (*Contractor's Address*) hereinafter referred “**the Contractor**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to including his heirs, successors and legal representative), of the other part:

WHEREAS the Employer desires that the Works known as “(*Tender Name*)” should be executed by the Contractor as the Employer has accepted the Bid of the Contractor for the execution and completion of these Works and the remedying of any defects therein, for a sum including all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess etc. except Goods and Service Tax (GST) as specified in Bid/ Tender documents hereinafter referred as “the **Contract Price**” of INR \_\_\_\_ (*in figures*) (*INR (in words) Only*)

**The Employer and the Contractor agree as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) Performance Bank Guarantee No. \_\_\_\_\_ issued by (*Name of bank*) on \_\_\_\_\_.\_\_\_\_ (*date of issue*) and valid up to \_\_\_\_\_.\_\_\_\_ (*date of expiry*) for INR \_\_\_\_ (*in figures*) (*INR (in words) Only*) submitted by (*Contractor's Name*)
  - (ii) The Letter of Acceptance bearing No. \_\_\_\_\_ dated \_\_\_\_\_.\_\_\_\_ (*date of issue of LOA*) along with all its annexures.
  - (iii) The Financial package opened on \_\_\_\_\_.\_\_\_\_ (*date of submission*)
  - (iv) The Letter of Bid and Appendix to Bid.
  - (v) The addenda /corrigenda Nos. \_\_\_\_\_ issued by Maha-Metro.
  - (vi) The entire bid documents issued by Maha-Metro by letter and e-mail.

(vii) The entire bid documents covering Technical Package and Financial Package along with Tender clarifications, confirmations, and other compliances, duly accepted and submitted by Contractor on \_\_.\_\_.\_\_\_\_ (*date of submission*).

(viii) The completed Schedules and any other document forming part of the contract.

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

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

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

**Employer: Maharashtra Metro  
Rail Corporation Limited  
Signature**

**Contractor: (*Name of Contractor*)  
Signature**

**Name of Signatory:**

**Name of Signatory:**

**Designation:**

**Designation:**

**In the presence of:**

**In the presence of:**

**Witness:**

**Witness:**

**Sign \_\_\_\_\_**

**Sign \_\_\_\_\_**

**Name  
Address**

**Name  
Address**

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_), 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 has failed to duly perform the aforementioned 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..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

**SECTION -8****FINANCIAL BID (Packet – B)**

(To be submitted by the Bidder on their Letter Head)

To

ED/Procurement  
1<sup>st</sup> Floor, the Orion,  
Koregaon Park,  
Opp. Don Bosco,  
Pune-411001

Sir,

**SUB: Providing Services of Quick Response Team (QRT) cum Rescue Team for MAHA-METRO (Pune Metro Rail Project) for a period of One Year on Out Source Basis**

We, the undersigned, offer to provide “**Quick Response Team (QRT) cum Rescue Team for MAHA-METRO (Pune Metro Rail Project) for a period of One Year on Out Source Basis**” in accordance with your Document and our Techno-Commercial Proposal.

I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us.

I/We have duly signed on each page of the Bid Document.

I/We further certify that we are ready to provide the above-mentioned services within the timeframe given by the MAHA METRO and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.

I/We understand that MAHA METRO reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid Document.

S. No .	Item description	Unit	Quantity	Rate (INR)	Amount in INR (Excluding GST)
1.	<p>Supplying and Providing Special Rescue Team in three shift per day with contractor's own four-wheeler diesel/petrol operated vehicle painted and modified as per Maha Metro design for quick identification. Special Rescue team/quick response team (QRT) will comprise of 1 driver, 1 trained officer and 2 trained guards. Rate includes Vehicle with Fuel running up to 2500 Km per month, special training, monitoring, support of back end expert team, monthly visit of Black cat commandoes for job training, time to time visit of team leader/chief, operational cost such as provision and maintenance of uniform etc. including all fuel, labour, lubricants and all taxes except GST.</p> <p>Note:-</p> <p>Rate for additional KM (i.e. above 2500 KM per month) shall be paid at a rate of Rs. 12 Per Km + applicable GST after concerned Maha Metro official duly certifies it.</p> <p><b>(For details refer Scope of Works under Section- 5)</b></p>	Per Shift	3285		

Note:

1. No column should be left blank.
2. All rates to be quoted in Indian Rupees only.
3. Rates quoted by bidder is inclusive of all cost / expenses required towards vehicle, equipment, POL & running expenses, maintenance, consumables, insurances, wages of personals in accordance with the Minimum Wages Act, 1948, Govt. of Maharashtra. The rates quoted by the bidder shall be inclusive of all statutory requirement i.e. Insurances, medical expenses, PF, ESI & Bonus etc. / all taxation liabilities as Applicable
4. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour, Regulation & Abolition Act (1970), EPF etc. with regard to the QRT personnel engaged by him for works.
5. Bill shall be produced by successful bidder with GST No. & cost break up of services & GST.
6. Successful Service Provider shall arrange proper & adequate insurance cover to all personals deployed with MAHA-METRO at his own cost & shall submit a copy of the same within 15 days from the issuance of LOA.
7. The financial proposal submitted by bidder includes all kinds of Taxes applicable as per legislation of Government of Maharashtra excluding GST.
8. Bids with overwriting, correction or insertion in the table above shall be attested by the signatory.

Yours sincerely,

Signature of Authorized Signatory & Seal of Bidding Firm/Company:

Name and Title of Signatory:

Name of Firm:

Address:

**SECTION -09**

**IT 5D-BIM Attached Separately with Tender Document on e-tender portal in Separate Folder Name  
EIR-5D BIM**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**

**DATE 05 Sept 2020**

**Corrigendum – I**

**TENDER NO.: P1Misc-26/2020 dated 19 Aug 2020**

**Name of Work**            Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO

**Reference:** Further to **Tender Documents** dated 19 Aug 2020

The following documents are part of Corrigendum -1 :

**A) Revised Tender Conditions ( Pages 2-3)**

**B) Reply to Pre Bid Queries (Pages 4-12)**

**DGM (Procurement)**  
**Maharashtra Metro Rail Corporation Limited**  
**Pune Metro Rail Project**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**  
**Tender No. P1Misc-26/2020 dated 19 Aug 2020**  
**Revised Tender Conditions**

**A. Revised Tender Conditions**

Sr. No.	Ref No.	Original Item Description in BOQ	Revised Item Description in BOQ
1	Page No. 83; Section 8 – Financial Bid; Price Bid Item Description	<p>Supplying and Providing Special Rescue Team in three shift per day with contractor's own four-wheeler diesel/petrol operated vehicle painted and modified as per Maha Metro design for quick identification. Special Rescue team/quick response team (QRT) will comprise of 1 driver, 1 trained officer and 2 trained guards. Rate includes Vehicle with Fuel running up to 2500 Km per month, special training, monitoring, support of back end expert team, monthly visit of Black cat commandoes for job training, time to time visit of team leader/chief, operational cost such as provision and maintenance of uniform etc. including all fuel, labour, lubricants and all taxes except GST.</p> <p>Note:- Rate for additional KM (i.e. above 2500 KM per month) shall be paid at a rate of Rs. 12 Per Km + applicable GST after concerned Maha Metro official duly certifies it. (For details refer Scope of Works under Section- 5)</p>	<p>Supplying and Providing Special Rescue Team in three shift per day with contractor's own four-wheeler diesel/petrol operated vehicle painted and modified as per Maha Metro design for quick identification. Special Rescue team/quick response team (QRT) will comprise of 1 driver, 1 trained officer and 2 trained guards. Rate includes Vehicle with Fuel running up to 2500 Km per month, special training, monitoring, support of back end expert team, monthly training to be provided by highly qualified &amp; NSDC certified trainers with ex-servicemen background &amp; having experience in providing training under security services, time to time visit of team leader/chief, operational cost such as provision and maintenance of uniform etc. including all fuel, labour, lubricants and all taxes except GST.</p> <p>Note:- Rate for additional KM (i.e. above 2500 KM per month) shall be paid at a rate of Rs. 12 Per Km + applicable GST after concerned Maha Metro official duly certifies it. (For details refer Scope of Works under Section- 5)</p>



**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**  
**Tender No. P1Misc-26/2020 dated 19 Aug 2020**  
**Revised Tender Conditions**

<p>2</p>	<p>(i) Page No. 39; Annexure 2C; Point No. 15 &amp; (ii) Page No. 47; Section-04 – Evaluation criteria; Stage I, Point No. V &amp; (iii) Page No. 49; Section 5; Clause 5.2; Sub Clause (c)</p> <p><b>(i) Annexure 2C, Point No. 15</b>  RC of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. Registered not earlier than Aug-2019 in the name of firm/company or its proprietor.</p> <p><b>(ii) Evaluation Criteria, Point no. V</b>  QRT Vehicle: - Availability of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. (Registered not earlier than Aug-2019)  Documentary proof /Registration of such vehicle and photograph from 3 side (Front, Side &amp; Back) to be enclosed.</p> <p><b>(iii) Vehicle- for QRT</b>  A customized 6 (Six) seater vehicle fitted with Emergency Siren and blue beacon light, wind shield glass protection arrangement suitable for QRT team, not more than 1 (One) year old (Registered not earlier than Aug 2019) shall be deployed by contractor in each shift.  The vehicle should be defect free and in ready condition always. The initial cost, insurance, maintenance cost, repair cost, POL is inclusive in the quoted cost of contractor. The QRT will comprise of one multi coloured vehicle (sky blue, green, violet, Orange and white in colour) with Maha-Metro logo and QRT written on both sides of the vehicle with two white and two amber coloured revolving lights on the top of the vehicle</p>	<p><b>(i) Annexure C, Point No. 15</b>  RC of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. Registered not earlier than Aug-2017 in the name of firm/company or its proprietor.</p> <p><b>(ii) Evaluation Criteria, Point no. V</b>  QRT Vehicle: - Availability of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. (Registered not earlier than Aug-2017)  Documentary proof /Registration of such vehicle and photograph from 3 side (Front, Side &amp; Back) to be enclosed.</p> <p><b>(iii) Vehicle- for QRT</b>  A customized 6 (Six) seater vehicle fitted with Emergency Siren and blue beacon light, wind shield glass protection arrangement suitable for QRT team, not more than 3 (Three) year old (Registered not earlier than Aug 2017) shall be deployed by contractor in each shift.  The vehicle should be defect free and in ready condition always. The initial cost, insurance, maintenance cost, repair cost, POL is inclusive in the quoted cost of contractor. The QRT will comprise of one multi coloured vehicle (sky blue, green, violet, Orange and white in colour) with Maha-Metro logo and QRT written on both sides of the vehicle with two white and two amber coloured revolving lights on the top of the vehicle</p>
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**MAHARASHTRA METRO RAIL CORPORATION LIMITED**

**(PUNE METRO RAIL PROJECT)**

**Tender No. P1Misc-26/2020 dated 19 Aug 2020**

**Name of Work:** Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO

**Reply to Pre Bid Queries**

**B. Reply to pre bid queries are as follows: -**

<b>Sr. No.</b>	<b>Ref No.</b>	<b>Clause/Description</b>	<b>Clarification Sought/Bidder's Request</b>	<b>Maha-Metro's Clarification</b>
<b>1</b>	Page No. 57; Section-6 – Conditions of Contract; Clause 6.8 Price & Quantity Variation; Sub Clause (a)	The final accepted & awarded price is fixed for entire period of contract and no price variation shall be considered.	The Minimum Wages are revised twice in a year. We request the Authority to implement the revision in Minimum Wages as per the Govt. notification from time to time. OR We request the Authority to fix the awarded price for the initial duration of the contract, i.e. for the period of one year. As and when extension is provided the rate to be adjusted as per the revised/existing VDA at the time of extension of contract.	Tender Condition Prevails
<b>2</b>	Page No. 42; Section 3 – Eligibility Criteria; Clause No. 3	<b>QRT Leader Qualification:</b> QRT Leader should be a Junior Commissioned Officer (Subedar or its equivalent), below 50 years of age as on 01 August 2020. Should be in excellent health and have a minimum education qualification of HSC. (Proof of age i.e. SSC certificate, Educational Qualification, Proof of Employment with bidder & PF Number should be enclosed)	Reference tender document, the contract is for three (3) reaches/routes (Reach 1, 2 & 3) and in 3 shifts. Therefore, we need to deploy 9 QRT officers and hence, we need to submit the documents of 9 QRT leaders for this tender. However, we request the Authority to relax the age related criteria (below 50 years of age) to till 60 years due to following reasons; a. Considering the service duration of the personnel in defence unit/sector, it becomes difficult to recruit ex-servicemen under the given	Tender Condition Prevails

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**

**(PUNE METRO RAIL PROJECT)**

**Tender No. P1Misc-26/2020 dated 19 Aug 2020**

**Reply to Pre Bid Queries**

			<p>age criteria of tender and therefore to relax this criteria to 60 years based on medical certificates.</p> <p>b. We have QRT officers working diligently (who are mentally &amp; physically fit to carry out day-to-day rescue operations) with us under the QRT contracts for the past 4-5 years who are over the age limit of 50 years (as per the tender). Also, since the QRT services are specialised services, replacing the existing manpower will be a loss w.r.t optimal execution and service deliverables under the QRT contract. Hence, we request the Authority to accept the documentary proof of the personnel above the age of 50 years.</p>	
<b>3</b>	Page No. 83; Section 8 – Financial Bid; Price Bid Item Description	Supplying and Providing Special Rescue Team in three shift per day with contractor's own four-wheeler diesel/petrol operated vehicle painted and modified as per Maha Metro design for quick identification. Special Rescue team/quick response team (QRT) will comprise of 1 driver, 1 trained officer and 2 trained guards. Rate includes Vehicle with Fuel running up to 2500 Km per month, special training, monitoring, support of back end expert team, monthly visit of Black cat commandoes for job training, time to time visit of team leader/chief, operational cost such as provision and maintenance of uniform etc. including all fuel, labour, lubricants and all taxes except GST.	This is w.r.t the item in the item description of Price Bid - 'monthly visit of Black cat commandoes for job training', we kindly request the Maha-Metro, Pune Authority to relax this parameter. We have been operating QRT services for the past 4-5 years & we possess highly qualified & NSDC certified ex-servicemen trainers with us who have been providing training to QRT staff on monthly basis covering all the aspects required under rapid action response force work. Therefore, in view of the above, we request to relax & amend the parameter of Price Bid of 'monthly visit of Black cat commandoes for job training' to 'monthly training to be provided by highly qualified & NSDC certified trainers with ex-servicemen background & having experience in	Monthly training to be provided by highly qualified and NSDC certified trainer with ex-servicemen background and having experience in providing training under security services with due documentation instead of Black Cat Commandoes.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**

**(PUNE METRO RAIL PROJECT)**

**Tender No. P1Misc-26/2020 dated 19 Aug 2020**

**Reply to Pre Bid Queries**

			providing training under security services with due documentation.' Furthermore, due to the current COVID-19 pandemic situation it will be very difficult to arrange the Black Cat commandoes.	
4	Page No. 42; Section 3 – Eligibility Criteria; Clause No. 4; Financial Criteria & Page No. 43; Section 3 – Eligibility Criteria; Special Notes; Clause No. 2	The bidders will be qualified only if their average annual turnover over for last Three (03) audited financial years (FY 2019-2020, FY 2018-19 & FY 2018-17) from “Providing of Security Services” is not less than Rs. 3 Cr. (INR Three Crores only) (Only Summary of annual turnover Certified by Statutory Auditor, to be enclosed) & Bidder has to submit Audited Balance Sheet of last three financial years i.e. FY 2019-20. 2018-2019 and 2017-2018. In case the financial data of Financial Year 2019-2020 are not audited then Provisional Balance Sheet duly certified by Statutory Auditor may be provided (only summary of Annual Turnover certified by statutory auditor, to be enclosed)	We request the Authority to kindly consider the Audited Financial Statements for the FY 20 16- 7; FY 2017-18; and FY 2018-19 due to the following reasons a. Due to the current COVID-19 pandemic outbreak, the overall business transactions have been affected and hence, the Govt. has extended the audit of financial statements further. b. Since, the records are not completed; the Statutory Auditor will not be able to provide the Audited Financial Statements for FY 2019-20. c. Kindly request to accept the Unaudited Provisional Financial Statement for FY 2019-20 on our Firm's Letterhead with sign and seal of our firm.	Tender Condition Prevails
5			Kindly request clarification whether the entire tender document (hard copy – 71 pages) is to be signed and sealed by the authorised signatory.	The entire documented is to be signed and sealed by the authorised signatory.
6	Page No. 71; Form – B-5; Power of Attorney &		As per the tender, these forms are to be printed on non-judicial stamp paper of appropriate value & notarized by public notary. However, in case due to COVID-19 situation, the notary/stamp papers	Tender condition prevails.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED**

**(PUNE METRO RAIL PROJECT)**

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	Page No. 76; Form – B-7; Affidavit & Page No. 77; Form – B-8; Affidavit		are not available, then kindly request an alternative to this criterion.	
7	Page No. 39; Annexure 2C; Point No. 15 & Section-04 – Evaluation criteria; Stage I, Point No. V	QRT Vehicle: - Availability of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. (Registered not earlier than Aug-2019) Documentary proof /Registration of such vehicle and photograph from 3 side (Front, Side & Back) to be enclosed.	Kindly request to relax this criteria due to below reasons; a. We already own vehicles which are 4-5 years old, but in good working conditions for this contract. Purchase of vehicles is a huge capital investment and increases the burden on our financials. b. The prevailing uncertain circumstances due to COVID-19 pandemic outbreak and the restrictions put in place by Govt. have negatively impacted the financial stability of almost all business economies and has created a financial crunch for our business as well. Also, in the transportation business vehicles are purchased on a 5 year financial plan. c. Therefore, in view of above, we request to relax this criteria and consider vehicles which are 4-5 years old and request amendment for the vehicle criteria as below; 'vehicles registered before August 2019, but not before August 2016 (4-5 years) will be considered provided a fitness certificate to this effect that the vehicle is fit for strenuous activity as is required under the tender is submitted with the tender.'	QRT Vehicle: - Availability of a 6/9 seater petrol / diesel driven four wheeled vehicle for the uses of Quick Response Team (QRT), in the name of firm or its proprietor. (Registered not earlier than Aug-2017) Documentary proof /Registration of such vehicle and photograph from 3 side (Front, Side & Back) to be enclosed.

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<b>8</b>	Page No. 51; Scope of Work; Clause 5.5; Sub clause (d)	Sr.No.	Event	Penalty	Penalties are on the higher side. We request the Authority to amend the penalties as: a. From 10% to 5% b. From 25% to 10% c. From 50% to 15% We look forward to your clarification.	Tender condition prevails.
		1.	Late reporting of any one QRT member or entire QRT team by 30 Minutes (Grace period)	Exempted		
		2.	Late Reporting of one QRT member beyond 30 minutes and up to 45 Minutes	10% of cost of the shift reported for		
		3.	Late Reporting of two or more QRT member or entire QRT Team beyond 30 minutes and up to 45 Minutes	25% of cost of the shift reported for		
		4	Late Reporting of one QRT member beyond 45 minutes and up to 60 Minutes (Late more than 60 Minutes shall be treated as absent)	25% of cost of the shift reported for		

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		5	Late Reporting of two or more QRT member or entire QRT Team beyond 45 minutes and up to 60 Minutes. (Late more than 60 Minutes shall be treated as absent)	50% of cost of the shift reported for		
		6	Absent of one QRT member	50% of cost of the shift reported for		
		7	Absent of entire QRT Team (Absence of more than one QRT member shall be treated as absence of entire QRT Team)	Cost of that shift shall not be billed and an additional cost equivalent to cost of one shift shall be recovered from the forthcoming bill		
		8	In case of QRT carry defective/ improper/inadequate/ expired equipment / gadgets (as listed at S.No. 5.2 (B) above)	50% of cost of the shift reported for		

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<b>9</b>	Page No.39; Annexure 2C; Point 17  & Page No. 44; Section-4; Evaluation Criteria; Stage I; Point IV	Training center with trainers having experience in training of Special Forces. (Valid registration of such training center along with detail of trainer)	As per the tender, the Authority has asked for Trainer with training experience of Special Forces. However, we request to relax this clause as we have Ex-servicemen trainers with necessary certificates.	Tender condition prevails.
<b>10</b>	Page No. 60; Section 6; Conditions of Contract; Clause 6.12; Sub clause (h)	The QRT personal to be hired shall be paid at least at the rate of minimum wages per month as per Govt. of Maharashtra's Minimum Wages Act plus obligatory payments towards EPF/ESI, as applicable. These all expenses are deemed to be inclusive in accepted cost of QRT services. Contractor shall pay /deposit these statutory payments to concerning authority. MAHA-METRO shall not reimburse it separately.	As per the tender, the payment to QRT personnel is considered under Maharashtra Minimum Wages. However, as per tender conditions the manpower requirement is ex-servicemen. Therefore, we request Authority to kindly consider the wages structure under DGR or Pune District Security Guard Board wages.	Tender condition prevails.
<b>11</b>	Page No. 42; Section 3; Eligibility Criteria; Clause 3.2; Sub clause 3	QRT Leader Qualification: QRT Leader should be a Junior Commissioned Officer (Subedar or its equivalent), below 50 years of age as on 01 August 2020. Should be in excellent health and have a minimum education qualification of HSC. (Proof of age i.e. SSC certificate, Educational Qualification, Proof of Employment with bidder & PF Number should be enclosed)	As per tender eligibility criteria, the bidder is required to submit the documents for QRT leader/officer. However, generally we submit the documents for recruited personnel under the contract after the award of contract as per tender conditions and through proper recruitment & selection channel as recruiting the manpower before award of contract is a cost to the tenderer. Therefore, we request to relax this clause or consider this clause after award and at the time deployment of tender.	Tender condition prevails.



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<b>12</b>	Page No. 41; Section 3; Eligibility Criteria; Clause 3.2; Sub clause 1	Similar Works*** Experience: - Past experience and satisfactory completion means provisioning of General Security for last five (05) years (Preceding years from 31 July 2020) and also should have experience of providing QRT services for minimum period of Six Months to department of the Government of India/ Any State Government /Statutory Bodies/ Autonomous Govt. Institutions / Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities / PSUs and any Metro Rail projects during last five years.	<p>1. In your eligibility criteria minimum work experience is more towards people who are providing security services. Quick Response Team is a very specific job and there are certain elements which are missing in general &amp; eligibility criteria format. Quick Response team should have the following experience:</p> <ul style="list-style-type: none"><li>a. Certified First Aider.</li><li>b. Safety gear inspector.</li><li>c. Train the trainer for Work at Height and Confined Space.</li><li>d. Authorised Gas Tester.</li><li>e. Internationally certified as per IWH standard.</li><li>f. Certified as rescuer by Pentasafe which is certified by DISH (Director of Industrial safety and health)</li><li>g. Basic Rigging and Slings.</li><li>h. Basic scaffolding erection dismantling and inspection.</li></ul> <p>He will be certified or authorized by third party which is authorized by local Municipal Corporation to perform recovery. This also comes under social service where rescue in society or accidental rescue or recovery are performed.</p> <p>Rescuer will be having min 1 year experience of recovery or min 5 recovery done from mountains and water body.</p>	Tender condition prevails.
<b>13</b>	Page No. 41; Section 3; Eligibility Criteria;	Experience: - The bidder will be qualified only if they have Similar Work***	We would want that you aluminate the value of single PO of Rs. 1.20 CR and keep it till Rs. 25 lakhs, exactly matches to the specification which	Tender condition prevails.

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**(PUNE METRO RAIL PROJECT)**

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	Clause 3.2; Sub clause 1	<p>experience during last Five (05) years preceding from 31st July 2020</p> <p>a) At least One completed Similar work***in one contract, with total receipts not less than Rs. 120 Lakhs (excluding GST)</p> <p>Or</p> <p>b) At least Two completed Similar works*** in two contracts, with total receipts (Collectively) not less than Rs. 150 Lakhs (excluding GST)</p> <p>Or</p> <p>c) At least Three completed Similar works*** in three contracts, with total receipts (Collectively) not less than Rs. 180 Lakhs (excluding GST)</p>	<p>you require. We have orders worth more than that which includes combine work. For specific rescue provide us eligibility till Rs. 25 Lakhs.</p>	
<b>14</b>	Page No. 48; Section 5; Scope of Work; Clause 5.2; Sub clause (b)		<p>Requirements of your Quick Response Team Gadgets is not as per the Standards, more details or the team has to be equipped more for doing this particular job. List of Equipment's require for this particular job needs to be different they don't have any self-rescue equipment's, group rescue equipment's, also in the list there is no equipment which talks about victim immobilization and Major Emergency Response Equipment's are missing from Equipment require list.</p>	<p>Tender condition prevails.</p>

**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**

DATE 18 Sept 2020

**Corrigendum – II**

**TENDER NO.: P1Misc-26/2020 dated 19 Aug 2020**

**Name of Work** Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO

**Reference:** Further to Tender Documents dated 19 Aug 2020, Corrigendum I dated 05 September 2020

The following shall be part of the **Corrigendum-II**

**A) Revised Tender Conditions are as under**

Sr. No.	Ref No.	Original Description in Tender	Revised Description
1	NIT, Tender Security; Clause 17 (Additional – II) & 31 of Annexure-2A (Bid Data Sheet),	The total bid security amount shall be INR 1.5 Lacs to be submitted in the form of Bank Guarantee, as per procedure given in bid documents, from an Indian Schedule commercial bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934.	The total bid security amount shall be INR 1.5 Lacs to be submitted in the form of Bank Guarantee, as per procedure given in bid documents, from an Indian Schedule commercial bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934. <b>Note: Under the Public Procurement Policy for Micro and Small Enterprises (2012), registered MSEs are exempted from payment of Bid Security/Earnest Money Deposit. However, the bidder shall be required to submit the necessary documentation towards the same.</b>
2.	Annexure 2C, (Additional S No. 28)	-	Annexure 2C, (Additional S No. 28) MSME Registration Certificate (if any)

*Handwritten signature and date: 18/09/2020*  
  
**Maharashtra Metro Rail Corporation Limited**  
**Pune Metro Rail Project**  
**DGM (Procurement)**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**

DATE 21 Sept 2020

Corrigendum – III

**TENDER NO.:** P1Misc-26/2020 dated 19 Aug 2020

**Name of Work** Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO

**Reference:** Further to **Tender Documents** dated 19 Aug 2020, **Corrigendum I** dated 05 September 2020, **Corrigendum II** dated 18 September 2020.

**Extension of Bid Opening Date & Submission Date as under:**

Activity (Event)	As per NIT	Revised Dates
Last Date of Submission of Bids	21-09-2020 at 1600 Hrs	28-09-2020 at 1600 Hrs
Date of Opening of Bids	21-09-2020 at 1630 Hrs	28-09-2020 at 1630 Hrs



  
**DGM (Procurement)**  
**Maharashtra Metro Rail Corporation Limited**  
**Pune Metro Rail Project**

21/09/2020

**MAHARASHTRA METRO RAIL CORPORATION LTD.**  
**PUNE METRO RAIL PROJECT**

DATE 28 Sept 2020

Corrigendum – IV

**TENDER NO.:** P1Misc-26/2020 dated 19 Aug 2020

**Name of Work** Providing Services of Quick Response Team (QRT) cum Rescue Team in Reach-1, Reach-2 and Reach-3 of Pune Metro Rail Project for a period of One Year for MAHA-METRO

**Reference:** Further to **Tender Documents** dated 19 Aug 2020, **Corrigendum I** dated 05 September 2020, **Corrigendum II** dated 18 September 2020, **Corrigendum III** dated 21 September 2020

**Extension of Bid Opening Date & Submission Date as under:**

Activity (Event)	As per NIT	Revised Dates
Last Date of Submission of Bids	28-09-2020 at 1600 Hrs	06-10-2020 at 1600 Hrs
Date of Opening of Bids	28-09-2020 at 1630 Hrs	06-10-2020 at 1630 Hrs



  
**DGM (Procurement)**  
**Maharashtra Metro Rail Corporation Limited**  
**Pune Metro Rail Project**

28/09/2020