



MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)

PUNE METRO RAIL PROJECT

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

TENDER NO.

P1-O&M-02/2020

Notice Inviting Tenders

Maharashtra Metro Rail Corporation Limited (MAHA-METRO)

101, The Orion,

Opposite Don Bosco Youth Centre,

Koregaon Park, Pune- 411001

Maharashtra, INDIA



E-TENDER NOTICE
MAHARASHTRA METRO RAIL CORPORATION LTD
Pune Metro Rail Project

(A joint venture of Govt. of India & Govt. of Maharashtra)
101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001
 E-mail: mahametro.tenders@gmail.com
 Website: www.punemetrorail.org
 Telephone: 020-26051072

Tender Notice No. P1-O&M-02/2020

Dt. 25.02.2020

Name of the Work:- Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

KEY DETAILS

Completion Period	36 (Thirty Six) Months
Documents on sale	Documents can be downloaded from 16:00 Hrs. On 27.02.2020 to 16:00 Hrs. On 23.03.2020 from Maha-Metro's e-tender Portal
Cost of documents	INR 35,400/- (Rupees Thirty Five Thousand Four Hundred only) non-refundable (inclusive of GST) through e-payment by Credit Card/ Debit Card/Net Banking, as per procedure given in e-tender portal.
Pre-bid Meeting	On 11.03.2020 at 11:00 Hrs. in the Office of Maha-Metro, 1 st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.
Last date of submission of queries for bid by the bidder.	Up to 11:00 Hrs. on 11.03.2020
Tender Security	The total bid security amount shall be INR 7,90,000/- (Seven Lakh Ninety Thousand Only) submitted as below: INR 7,90,000/- in 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 16:00 Hrs. on 23.03.2020 in Maha-Metro's e-tender portal.
Date & Time of Opening of Tender	On 23.03.2020 at 16:30 Hrs. or as decided by the authority at the Office of Maha-Metro, Block No. A3, FGSG, Near Civil Court, Next to Kamgar Putala Vasahat, Shivajinagar, Pune- 411005.
Sale of document, e-payment procedure, submission and other details are available on Maha-Metro tender portal under Pune Metro section in e- tenders https://mahametrorail.etenders.in . To view this tender notice, interested Agencies may visit the Pune Metro Rail website " www.punemetrorail.org ".	



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
PUNE METRO RAIL PROJECT**

**BID DOCUMENTS
FOR**

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

PART- 1 Bidding Procedure

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

Contents**PART-I – Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
Annexure II- A	Tool Kit for using E-Tender
Annexure II-B.	List of Documents to be enclosed with the bid
Section III	Qualification & Evaluation Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility
Section VI	Agency Policy - Corrupt and Fraudulent Practices

Section I. Instructions to Bidders

Table of Contents

A. General	3
1. Scope of Bid	3
2. Source of Funds	3
3. Corrupt and Fraudulent Practices	3
4. Eligible Bidders	3
5. Eligible Materials, Equipment, and Services	5
B. Contents of Bidding Documents	5
6. Sections of Bidding Documents	5
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	6
8. Amendment of Bidding Documents	7
C. Preparation of Bids	7
9. Cost of Bidding	7
10. Language of Bid	7
11. Documents Comprising the Bid	8
12. Letter of Bid and Schedules	8
13. Alternative Bids	9
14. Bid Prices and Discounts	9
15. Currencies of Bid and Payment	10
16. Documents Comprising the Technical Proposal	10
17. Documents Establishing the Qualifications of the Bidder	10
18. Period of Validity of Bids	11
19. Bid Security	11
20. Format and Signing of Bid	13
D. Submission and Opening of Bids (as specified in BDS)	13
21. Sealing and Marking of Bids	13
22. Deadline for Submission of Bids	14
23. Late Bids	14
24. Withdrawal, Substitution, and Modification of Bids	14
25. Bid Opening Replaced in BDS	14
E. Evaluation and Comparison of Bids	15
26. Confidentiality	15
27. Clarification of Bids	16
28. Deviations, Reservations, and Omissions	16
29. Determination of Responsiveness	16
30. Nonmaterial Nonconformities	17
31. Correction of Arithmetical Errors (replaced in BDS)	17
32. Conversion to Single Currency	18
33. Margin of Preference	18
34. Subcontractors	18
35. Evaluation of Bids	18
36. Comparison of Bids	19
37. Qualification of the Bidder	19
38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	20

F. Award of Contract.....	20
39. Award Criteria	20
40. Notification of Award	20
41. Signing of Contract	20
42. Performance Security	20

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in [Section VII](#), Works Requirements. The name, identification, and number of lots (contracts) of this National Competitive Bidding process are **specified in the BDS**.

1.2 Definitions /Abbreviations

Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “Day” means calendar day.

(Refer BDS for detail)

2. Source of Funds

- 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the funding as (**specified in BDS**) toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.

3. Corrupt and Fraudulent Practices

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

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to [ITB 4.3](#)—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS,**

there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
 - (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.
- 4.3 The Agency's eligibility criteria to bid are described in [Section V – Eligibility criteria and social and environmental responsibility](#).
- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid Security.
- 4.5 This bidding is open only to prequalified Bidders or **specified in the BDS**.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

(Ref. Section-II, BDS too for additional Paras)**5. Eligible Materials, Equipment, and Services**

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

(Ref. Section-II, BDS too for additional Paras)**B. Contents of Bidding Documents****6. Sections of Bidding Documents**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with [ITB 8](#). **(Replaced in BDS)**

PART 1 Bidding Procedures

- Section I Instructions to Bidders
- Section II Bid Data Sheet
- Annexure II- A Tool Kit for using E-Tender
- Annexure II- B List of Documents to be enclosed with bid
- Section III Qualification & Evaluation Criteria
- Section IV Bidding Forms
- Section V Eligibility Criteria and Social and Environmental Responsibility
- Section VI Agency Policy - Corrupt and Fraudulent Practices

PART 2 Works Requirements

- Section VII-A General Specifications
- Section VII-B Particular Specification – X-ray baggage Scanner
- Section VII-C Particular Specification – Door Frame Metal Detector (DFMD)
- Section VII-D Particular Specification – Hand Held Metal Detector (HHMD)
- Section VII-E Particular specification – Q-Manager
- Section VII-F Particular specification – Ladies Frisking Booth
- Section VII-G Particular Specification – Comprehensive Annual Maintenance (CAMC) for X-Ray Baggage Scanner and Door Frame Metal Detector.

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)

- Section IX. Particular Conditions (PC)
- Section X. Contract Forms

Part – IV- Financial Bid & BOQ

- General Instruction
- Summary of Quoted Cost
- Schedule – A – Supply, Installation, Commissioning and Training of X-ray Baggage Scanner, Door Frame Metal Detector, Hand Held Metal Detector, Q-Manager and Ladies Frisking Booth.
- Schedule – B – Comprehensive Annual Maintenance for X-Ray Baggage Scanner and Door Frame Metal Detector.

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents. **(Ref, BDS)**
- 6.3 Unless obtained directly from the Employer, 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**. In case of any contradiction, documents obtained directly from the Employer shall prevail **or as specified in BDS**.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents. **or as specified in BDS**.

(Ref. Section-II, BDS too for additional Paras)

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

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **Specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with **ITB 7.4**. The Employer will respond in writing to any request for clarification, provided that such request is received on or before the date specified in this document. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under **ITB 8** and **ITB 22.2**.

(Ref. Section-II, BDS too for additional Paras)

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting

the Site shall be at the Bidder's own expense. **(Refer BDS also).**

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

8. Amendment of Bidding Documents

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the

bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

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

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

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

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

(Ref. Section-II, BDS too for additional Paras)

12. Letter of Bid and Schedules

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

be filled in with the information requested.

(Ref. Section-II, BDS too for additional Paras)

13. Alternative Bids

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

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under [ITB 13.4](#) below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer **(as specified in BDS)**

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in [Section VII](#), Works Requirements.

14. Bid Prices and Discounts

14.1 The prices and **discounts** quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. **(or as specified in BDS)**

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

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered **(or as specified in BDS)**.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid **(or as specified in BDS)**

14.5 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in [ITB 1.1](#), bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with [ITB 14.4](#), provided the bids for all lots (contracts) are opened at the same time **or as specified in the BDS.**

14.7 Unless otherwise **specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date **28 days** prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. (**Ref. BDS**)

15. Currencies of Bid and Payment

15.1 The currency (ies) of the bid and the currency (ies) of payments shall be **as specified in the BDS.**

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in [Section IV – Bidding Forms](#), in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with [Section III](#), Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in [Section IV](#), Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in [ITB 4.5](#), the Bidder shall provide the information requested in the corresponding information sheets included in [Section IV](#), Bidding Forms.

17.2 If a margin of preference applies as specified in accordance with [ITB 33.1](#), domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in

accordance with [ITB 33.1](#).

- 17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in [Section III](#), Qualification Criteria and Requirements; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

18. Period of Validity of Bids

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

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in [Section IV](#), Bidding Forms. **(Deleted)**
- 19.3 If a bid security is specified pursuant to [ITB 19.1](#), the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by any Scheduled bank in

India;

- (b) an irrevocable letter of credit;
- (c) Demand Draft, from any Scheduled Bank in India.
- (d) another security

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

- 19.4 Any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to [ITB 42](#).
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

(Replaced in BDS)

- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with [ITB 41](#); or
 - (ii) furnish a performance security in accordance with [ITB 42](#).
- 19.8 The bid security or a Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in [ITB 4.1](#)

and **ITB 11.2.** or as Specified in BDS, Section-II

19.9 If a bid security is **not required in the BDS pursuant to ITB 19.1,** and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
- (b) if the successful Bidder fails to sign the Contract in accordance with **ITB 41**; or furnish a performance security in accordance with **ITB 42**;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in **ITB 11** and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with **ITB 13**, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit one set of copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.**(Replaced in BDS)**
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. **(Replaced in BDS, Section-II)**
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids (as specified in BDS)

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and one set of all copies of the bid, including alternative bids, if permitted in accordance with **ITB 13**, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with [ITB 22.1](#);
- (c) bear the specific identification of this bidding process specified in the [BDS 1.1](#); and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with [ITB 8](#), in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with [ITB 22](#). Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder **or as specified in BDS**

24. Withdrawal, Substitution, and Modification of Bids

24.1 **Unless specified in BDS**, A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with [ITB 20.2](#). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with [ITB 20](#) and [ITB 21](#) (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with [ITB 22](#).

24.2 Bids requested to be withdrawn in accordance with [ITB 24.1](#) shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in [ITB 23](#) and [24](#), the Employer shall

Replaced in BDS

publicly open and read out in accordance with [ITB 25](#) all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with [ITB 22.1](#), shall be **as specified in the BDS**.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with [ITB 23.1](#)) **(Replaced in BDS)**
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. **(Replaced in BDS)**

(Ref. Section-II, BDS too for additional Paras)

E. Evaluation and Comparison of Bids**26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, and comparison

of the bids, and qualification of the Bidders and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with [ITB 40](#).

- 26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding [ITB 26.2](#), from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

(Ref. Section-II, BDS too for additional Paras)

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with [ITB 31](#).
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

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

(Ref. Section-II, BDS also)

29. Determination of Responsiveness

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in [ITB 11](#).
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with [ITB 16](#), in particular, to confirm that all requirements of [Section VII](#), Works Requirements have been met without any material deviation, reservation or omission.

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

30. Nonmaterial Nonconformities

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

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

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

31. Correction of Arithmetical Errors (replaced in BDS)

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

- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement

contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with [ITB 31.1](#) shall result in the rejection of the Bid. **(Refer BDS, Section-II)**

32. Conversion to Single Currency

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

33. Margin of Preference

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

34. Subcontractors

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

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

34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in [Section III 3.2 Experience](#). When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. [Section III](#) describes the qualification criteria for sub-contractors.

35. Evaluation of Bids

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

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with [ITB 31.1](#);
- (c) price adjustment due to discounts offered in accordance with [ITB 14.4](#);
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with [ITB 32](#);
- (e) price adjustment due to quantifiable nonmaterial

nonconformities in accordance with [ITB 30.3](#);

(f) the additional evaluation factors as specified in [Section III](#), Evaluation and Qualification Criteria.

- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in [Section III](#), Evaluation and Qualification Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

(Ref. Section-II, BDS too for additional Paras)

36. Comparison of Bids

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

37. Qualification of the Bidder

- 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying decriteria specified in [Section III](#), Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to [ITB 17.1](#).
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria**
- 39.1 Subject to [ITB 38.1](#), the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. **(Ref. Section-II, BDS)**
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with [ITB 40.1](#), requests in writing the grounds on which its bid was not selected.
- (Ref. Section-II, BDS too for additional Paras)**
- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 In case the agreement is sent, within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. **(Additional information in BDS)**
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to [ITB 35.5](#), using for that purpose the Performance Security Form included in [Section X](#) Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been

determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.(as specified in BDS)

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

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

ITB 1.1	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.
ITB 1.1	International Competitive Bid (ICB) The number of the Invitation for Bids is P1-O&M-02/2020
ITB 1.1	The Employer is: <u>Maharashtra Metro Rail Corporation Limited (MAHA-Metro) – Pune Metro Rail Project</u>
ITB 1.2	<p>The following terms are used in the Bidding Documents shall have the same meaning and interpretations:</p> <ol style="list-style-type: none"> ‘Tender(s)’ and ‘Bid(s)’ ‘Tenderer(s)’ and ‘Bidder(s)’ ‘Employer’s Requirements’ and ‘Work Requirements’ “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor. “Applicable law” 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 Data Sheet, as they may be issued and in force from time to time. “Client” means the implementing agency that signs the Contract for the Services with the selected Contractor. “Contractor” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. “Contract” 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). “Data Sheet” means an integral part of the Instructions to Contractors (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. “Day” means a calendar day. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor, Sub-contractor or Joint Venture member(s). “Government” means the government of the Client’s country. “Joint Venture (JV)” 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. “Key Expert(s)” 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. “ITC” (this Section 1 of the RFP) means the Instructions to Contractors

	<p>that provide the shortlisted Contractors with all information they need to prepare their Proposals.</p> <p>xvi. “LOI” means the Letter of Invitation being sent by the Client to the shortlisted Contractors.</p> <p>xvii. “Non-Key Expert(s)” 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>xviii. “Proposal” means the Technical Proposal and the Financial Proposal of the Contractor.</p> <p>xix. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Contractors, based on the SRFP.</p> <p>xx. “SRFP” means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.</p> <p>xxi. “Services” means the work to be performed by the Contractor pursuant to the Contract.</p> <p>xxii. “Sub-contractor” 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>xxiii. “TORs” (this Section 7 of the RFP) 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> <p>xxiv. “Bidder” or “Tenderer” means “Contractor” (as defined at 1(e) above) who is intended to participate in submission of RFP/Bid for this work</p> <p>xxv. “COD / ROD” Commercial/ Revenue operation Date</p> <p>xxvi. “Base Date” 28 days prior to the date of submission of Bid</p>
ITB 1.3 (Additional Para)	<p>The detailed Scope of Work of this contract is further described in the Part-2: Section-VII Works Requirements. The Contractor has to execute the work accordingly with the approval of Employer.</p> <p>The Contractor shall also carry out effective interface and coordination with other Contractors, working in the vicinity and other agencies appointed by the Employer from time to time, during the Contract Period. Apart from that co-ordinations may require with the local administration and various other authorities of Government of Maharashtra.</p>
ITB 1.4 (Additional Para)	<p>The successful Bidder has to establish its Site Office at Pune at his own cost. No separate / extra / additional payment will be made to contractor on this account by Maha-Metro.</p>
ITB 1.5 (Additional Para)	<p><u>Make in India</u></p> <p>(1) <u>This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.</u></p> <p>(2) Pursuant to the policy of the Government of India, Department of Industrial Policy and Promotion (DIPP) and Ministry of Housing and Urban Affairs (MoHUA) have issued ‘Public Procurement (Preference to Make in India), Order 2017’ vide No. P-45021/2/2017-B.E.-II dated 15th June 2017, K-14011/09/2014/UT-II/MRTS-Coord dated 12th July 2017, office Memorandum no. F.No. K-14011/09/2014/UT-II/MRTS-Coord dated 14th November 2017, K-14011/26/2018-MRTS-II dated 27th July 2018, K-14011/26/2018-MRTS-II dated 28th November 2018 and Corrigendum dated 13th December 2018 . With respect to the above policy the minimum local content in procurement value shall be 50%. The Bidder shall be required to provide a self-</p>

	<p>certificate or a certificate from the statutory auditor or cost auditor giving the percentage only of minimum local content and this self-certificate or certificate from statutory auditor or cost auditor shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>(3) In case only self-certificate as per para (2) above has been submitted, the Bidder shall also be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as specified in above MoHUA referred order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid submission to be a valid offer. Only percentage values shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked "Not to be Opened by Anyone except ED (Procurement)" at the following address:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4) <u>No purchase preference and price matching facility will be given to the local bidders in awarding this tender and Point no. 3 and 6 of the enclosed order of DIPP letter No. P-45021/2/2017-B.E.-II dated 15th June 2017 would not be applicable. Remaining contents of the order are valid and fully enforceable at any stage of procurement and contract execution. Procedure for verification process, if needed and penalty for violation shall be applicable as per the above-referred Order dated 15th June 2017.</u></p> <p>(5) <u>For sake of clarity, especially to the foreign bidders, 'Local Content' means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. Foreign bidders may achieve the specified percentage/value of local content by way of partnerships, co-operation with Indian companies, setting up production units in India or making joint ventures with Indian suppliers etc.</u></p> <p>(6) The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) with respect to order of DIPP letter No. P-45021/2/2017-B.E.-II dated 15th June 2017 shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>
ITB 2.1	<p>The name of the Employer is: <u>Maharashtra Metro Rail Corporation Ltd.</u></p> <p>Name of the project: <u>Pune Metro Rail Project.</u></p>
ITB 4.1	Maximum number of members in the JV shall be: 03 Only
ITB 4.5	This Bidding Process is in single stage two-packet system through e-tender portal of MAHA-METRO & open to all eligible bidders of Indian or foreign

	origin, eligible as per qualification criteria mentioned under Section-III .
ITB 4.7 (Additional Para)	The bidders must not have been banned or blacklisted by any Central / State government department/Public sector or Local Government Body , as on the date of Bid submission. Simultaneously the bidder must not be listed in exclusion list of World Bank .
ITB 4.8 (Additional Para)	Bidder is required to submit along with its Bid a Power of Attorney duly signed and stamped and supported by its board resolution/Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form (Form 9) .
ITB 4.9 (Additional Para)	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.</p> <ol style="list-style-type: none"> Every Bidder is required to sign the bid by authorized signatory, inter alia, to sign and submit the Bid. In case the bidder is proprietorship firm the owner of the bidding firm / company may sign the all documents himself along with an Undertaking stating that it is proprietorship firm and signatory is the owner of the firm. The bidding entity (Proprietorship, Partnership, Private Limited, Public Limited, PSU, Existing Joint Venture/Consortium already having completed similar work and having experience certificate in the name of JV/Consortium, SPV) may sign the bid through a legal Power of Attorney (POA) 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 in Section-IV: Forms. The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. This power of attorney should be registered at appropriate statutory authority in the jurisdiction & as per that law of the country, where the Power of Attorney is being issued and easily verifiable. For a Power of Attorney executed and issued overseas, the document will also have to be registered with appropriate statutory authority in the jurisdiction & as per that law of the overseas country, where the Power of Attorney is being issued and endorsed by the nearest Indian Embassy / Consulate. However, the Power of Attorney provided by a Bidder from a country which has signed The Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy / Consulate, if it carries a conforming Apostille Certificate.
ITB 4.10 (Additional Para)	Bidder is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly

	as per Section IV: Bidding Form (Form 18) shall be submitted with the Technical Package.
ITB 4.11 (Additional Para)	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.
ITB 5.2 (Additional Para)	Bidders are encouraged (Not mandatory & Binding) to adopt Indian sources to the maximum possible extent. However, all plant, materials, supplies, equipment and services shall be to the satisfaction of the Employer and Engineer. The information on all plant, materials, supplies, equipment and services included in the Contractor's Proposal and incorporated into the Contract shall not, in any event, be construed as a submission to the Employer under the Contract. Contractor will be required to take specific approval of the Employer for deployment of plant, materials, supplies, equipment and services in accordance with the Conditions of Contract and Employer's Requirements. The Bidder should note the requirements for transfer of technology.
B. Bidding Documents	
ITB 6.1	<p>Replaced provisions of ITB 6.1 with the following: The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1: Bidding Procedures</p> <p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Annexure II-A. Tool Kit of E-tender</p> <p>Annexure II-B. List of Documents to be enclosed with the bid</p> <p>Annexure III</p> <p>Section III. Qualification & Evaluation Criteria</p> <p>Section IV. Bidding Forms</p> <p>Section V. Eligibility Criteria and Social and Environmental Responsibility</p> <p>Section VI. Agency Policy - Corrupt and Fraudulent Practices</p> <p>PART 2: Works Requirements</p> <p>Section VII-A General Specifications</p> <p>Section VII-B Particular Specification–X-Ray Baggage Scanner</p> <p>Section VII-C Particular Specification – Door Frame Metal Detector</p> <p>Section VII-D Particular Specification– Hand Held Metal detector</p> <p>Section VII-E Particular Specification– Q-Manager</p> <p>Section VII-F Particular Specification– Ladies frisking Booth.</p> <p>Section VII-G Particular Specification– Comprehensive Annual Maintenance</p> <p>PART 3: Conditions of Contract and Contract Forms</p> <p>Section VIII. General Conditions of Contract (GC)</p> <p>Section IX. Particular Conditions of Contract (PC)</p> <p>Section X. Contract Forms</p> <p>PART 4: Financial Bid & Bill of Quantities</p> <p>General Instruction</p> <p>Summary of Quoted Cost</p> <p>Schedule – A : Supply, Installation, Commissioning, Training of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Manager and</p>

	<p>Ladies frisking booth</p> <p>Schedule – B : Comprehensive Annual Maintenance for Baggage Scanners and Door Frame Metal Detectors.</p>
ITB 6.2	Notice Inviting Tender (NIT) is a part of Bidding Document, however the press notification is not a part of Bidding Document
ITB 6.3	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.
ITB 6.4	<p>Following is added to existing ITB 6.4</p> <p>Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.</p>
ITB 6.5 (Additional Para)	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.
ITB 6.6 (Additional Para)	The document including the Bid Documents and all annexed documents provided by MAHA-METRO are and shall remain or becomes the property of MAHA-METRO and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply <i>mutatis mutandis</i> to the Bids and all other documents submitted by the Bidders, and MAHA-METRO will not return to the Bidders any Bid, document or any information provided along therewith.
ITB 6.7 (Additional Para)	Contents of Supporting Documents.
ITB 6.7.1 (Additional Para)	The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site conditions. The Bidders' attention is specifically drawn to ITB 6.7.3 below.
ITB 6.7.2 (Additional Para)	The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Bidders' attention is drawn to Clause 4.10 of GC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.
ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>E-Mail ID: mahametro.tenders@gmail.com</p>

	<p>Web page: www.punemetrorail.org</p> <p>All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal https://mahametrorail.etenders.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p>
ITB 7.2	<p>Following is added to existing ITB 7.2</p> <p>Any site information given in this bidding document is for guidance only. It shall be deemed that the Bidder has undertaken a visit to the Site of the Works and is aware of and has ascertained itself, the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by it prior to the submission of the Bid.</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: As per NIT</p> <p>Time: As per NIT</p> <p>Place: 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p>
ITB 7.5	<p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to mahametro.tenders@gmail.com.</p> <p>MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.</p> <p>MAHA-METRO may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO.</p>
ITB 7.6	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO in accordance with ITB 6.3.</p>
ITB 8.1	<p>Such amendments shall be uploaded on E-Tender portal of Maha-Metro metro prior to the final submission of date & time of Bid.</p>
ITB 8.2	<p>Following is added to existing ITB 8.2</p> <p>Such modification in the form of an addendum will be uploaded on the e-tendering portal https://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence</p>

	prescribed in the Clause 1.5 of GC , the provisions in any such addenda shall take priority over the Invitation to Bidders and Bidding Documents previously issued. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the contract agreement.
--	--

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English All correspondence/ exchange shall be in the English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to Work Experience, Financial & Technical eligibility criteria enclosed with the bid, other than English language should accompany a translated copy by a certified translator in English and will have to be endorsed /attested by Indian embassy /Consulate or any authorized / recognized agency of India Embassy / Consulate, where the supporting documents is being issued. The contact address & identification of certified translator must be mentioned at the end of the translated copy of the document.</p> <p>However, such documents provide by bidders from a country which has signed Hague legislation convention 1961 is not required to be endorse by Indian embassy. If it carries confirming Apostle certificate.</p> <p>The bidder should provide the relevant contact number and E-mail ID, Contact No. along with the postal address in English, of issue authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB 11.1	General Requirements
ITB 11.1 (c.)	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, upload his Bid on e-tendering portal https://mahametrorail.etenders.in in accordance with provisions in ITB 22.1.</p> <p>The Bidder shall, on or before the date given in NIT, submit his Bid online and follow the procedure and steps of E-Tender portal of MAHA-METRO. Details have been given in E-Toolkit given in Annexure-II-A</p> <p>Cost of the bid document: INR 30,000/ Paid online through E-Tender portal</p> <p>Bid Security: INR 7,90,000/ (Seven Lakh Ninety Thousand Only) in the form of unconditional Guarantee issued by any Nationalized or Scheduled Commercial Bank (including scheduled commercial foreign bank) in India.</p> <p>Technical Package: To be submitted at appropriate place i.e. Technical Section on e-tender portal.</p> <p>Financial Package: Financial bid form to be duly filled up directly in the Commercial Section on e-tender portal and nowhere else.</p> <p>• Bidder should ensure that the none of the part of Financial Bid should be</p>

	<p>uploaded in anywhere in the technical section, if the bidder does so then his bid will be rejected out rightly.</p> <ul style="list-style-type: none"> • The scanned copy of EMD (BG) shall be uploaded by bidder in Technical Section of E-tender portal. The original required to be submitted in Physical Form at Procurement Department of Maha-Metro within 3 working days from the final date of closing of online bid. <p>For Bid Security: refer BDS ITB 19.1 below</p>
ITB 11.1 (d)	Alternative bid is not permissible
ITB 11.1 (i)	The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course before submission of Bid. Failure of the submission of the same shall consider the bidder to be non-responsive and the bid will not be validated.
ITB 11.2	Bidding by any new JV/Consortium is not allowed. However, any existing JV, who possess the experience certificate in the name of JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity.
ITB 11.3	As per Letter of bid in Section IV
ITB 11.4.1 (Additional Para)	<p><u>Technical Package</u> <u>E-Tender Submission</u></p> <p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of Maha-Metro) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <ol style="list-style-type: none"> Letter of Bid in accordance with ITB 12. Complete bid documents along with addendum/ corrigendum/ clarifications & reply of quires issued online to be down loaded by bidder using DSC of authorized signatory of bidders or JV/Consortium only and entire document to be uploaded by bidder on E-Tender portal of Maha-Metro through the same digital signature of the Bidder. Copy of Power of Attorney signing the bid of bidder Scanned copy of Bid Security Scanned copy of POA of each member & Lead member in case of JV/ Consortium All relevant formats given in Section IV a: Bidding format. Physically signed by authorized signatory. Certificate and other statutory documents of formation of bidder's company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority. Jointly and Severally liability undertaking for the execution of contract Copy of all financial documents as directed in Section-III Relevant work experience certificate (in line of Section III: Eligibility and Qualification Criteria). All format of Section-IV a and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed & stamped by authorized signatory and scanned copies of such enclosures/documents should be uploaded on e-tender portal of Maha-Metro along with bid documents. The enclosures meant for

	<p>Technical package shall be uploaded with Technical Envelope. The pre-qualification documents shall comprise of all information and supporting documents as per Section III: Eligibility and Qualification Criteria</p> <ul style="list-style-type: none"> • Letter of Bid • Letter of participation from each member of the group • All other details
	Commercial Section on E-Tender Portal of MAHA-METRO only.
ITB 11.5 (Additional Para)	<p><u>Financial Package</u></p> <p>The Financial bid / Price bid (Summary of Quoted Price A+B) 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 & 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 & BOQ of Tender Document may be followed regarding this.</p>
ITB 11.5.1 (Additional Para)	<p>i. Summary sheet of price schedules (“A” + “B”) provided in the Financial Bid, Part-IV of the bid document shall be filled online on E-Tender Portal.</p> <p>ii. Price Schedule-A & Price Schedule-B shall be duly filled up manually & a scanned copy shall be uploaded in Financial Envelope on E-Tender portal of MAHA-Metro, in support of Summary Sheet filled online.</p>
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2, ITB 13.3, or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.
ITB 13.4	Alternative technical solutions shall not be permitted
ITB 14.1	No discounts are allowed and also not to be quoted by the bidder in the Letter of Bid and in the Schedules or elsewhere.
ITB 14.2	<p>The bidder shall quote the price only in the Financial Envelope of the e-tender portal of MAHA-METRO in the online Summary Sheet provided for in the aforesaid financial envelope. Filled & scanned copy of Schedule-A & B to be uploaded in Financial Envelope only.</p> <p>The price to be quoted as per General Instruction of Financial bid. Price quoted should not be disclosed at any other place other than Financial Envelope.</p> <p>Abstract of amount for all price schedules in the commercial envelope shall be added together to arrive at the Final Contract Price.</p>
ITB 14.3	The price quoted in the commercial envelope in e-tender portal of MAHA-METRO shall be the total price bid.
ITB 14.4	No discounts or any either methodology shall be quoted by the bidder in the Letter of Bid by the bidder.
ITB 14.5	No Price variation is admissible irrespective of change in market condition whatsoever during entire period of contract and its further extension if any.
ITB 14.6	NO discounts are applicable.

ITB 14.7	The price quoted by Bidders deemed to be inclusive of all kinds of duties, taxes, Cess and other levies payable as per GST, Custom tariff act etc. and as prevailing on 28 days (Base Date) prior to final date of submission of bid (Closing time & date of submission of online bid).
ITB 14.8 (Additional Para)	Bidders shall quote for the entire work on a “Single Responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect this Contract P1-O&M-2/2020 and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes under GST, royalties, Labour cess and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid under GST etc. and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section IV: Bidding Form (Form 21) .
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section IV: Bidding Form (Form 22) stating that registrations under various fiscal and labour laws like GST, Profession Tax, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, shall be obtained by the bidders in the event of award of the work.
ITB 15.1	The currency of the Bid shall be Indian National Rupees (INR)
ITB 18.1	The bid validity period shall be 180 days from the closing date of submission of online bid on E-Tender Portal of MAHA-METRO.
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	A <i>Bid Security</i> is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)
ITB 19.3	Deleted
ITB 19.7	<p>1. The bid security/EMD shall be forfeited or the Bid-Securing Declaration executed:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or</p> <p>(b) if the successful Bidder:</p> <p>(i) Fails to Sign the Contract in accordance with ITB 41; or</p> <p>(ii) Fails to furnish a performance security in accordance with ITB 42.</p> <p>(iii) If bidder furnish false information, false & forged experience</p>

	certificate/documents or having inconsistent or misleading information with the bid, which fails in authenticity verification by MAHA-METRO at any stage of bid process or during execution of contract or work, shall lead to rejection of Bid & forfeiture of EMD / Bid Security (Partial of full). Such bidder may be debarred/ Blacklisted from participation in the future bid of MAHA-METRO
ITB 19.8	Deleted
ITB 19.9	Not applicable as Bid Security is required in this bid.
ITB 20.1	Replaced as: The bid is to be submitted electronically through E-Tendering of MAHA-METRO E-Tender portal.
ITB 20.2	The bid shall be submitted online on E-tender portal of MAHA-METRO as per instruction provided in Annexure-II-A The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written power of attorney authorizing the signatories of the Bid. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of the Bidding Documents.
ITB 20.3	Deleted
ITB 21.1, 21.2 & 21.3	As per ITB 20.2 above
ITB 22.1	<p>The deadline for bid submission is: Date: As per NIT Time: As per NIT</p> <p>The Bidder shall, on or before the date and time given in the Notice inviting Bid or as may have been amended from time to time, upload his Bid on e-tendering portal https://mahametrorail.etenders.in Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure II-A.</p> <p>The Bidders shall furnish the information strictly as per the formats given in the Bid documents without any ambiguity. The MAHA-METRO shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.</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: (Helpline for on line submission of Bid only)</p> <ol style="list-style-type: none"> 1. Prashant Jadhav (Tender Executive): 8879976221 2. Sachin Hattali (Tender Executive): 7720027198
ITB 23.1	As the bidding process is through online e-tendering process late submission of bid will not be allowed by the e-tender portal of MAHA-METRO
ITB 24.1, 24.2 & 24.3	<p>As the bid process is through e-tendering portal of MAHA-METRO only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e-tender portal prior to the submission of bid. Withdraw of already uploaded & submitted bid is not possible.</p> <p>The bidder should further note that in case the bidder deposited the Bid Security</p>

	through the e-tender portal & choose not to participate in the bid further, in this case the already deposited bid security amount shall not be refunded immediately.
ITB 25.1	<p>The bid opening/ shall take place at office of: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 Date: As per NIT Time: As per NIT</p> <p>The bidders have only option to submit their bids electronically, the electronic bid opening procedure shall be as under:-</p> <p><u>The Technical Envelope / Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <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 & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>
ITB 25.2	The final bid submitted to the e-tender portal of MAHA-METRO, after all the re-works shall be considered valid and only the same shall be considered for evaluation. The bids which is not full/ complete in any manner shall not be considered for evaluation.
ITB 25.3	<p>Replace provisions of ITB 25.3 with the following:</p> <p>For the avoidance of doubt, all references to the opening bids received electronically via e-tender portal of MAHA-METRO and reading out in the preceding day shall mean opening and reading out the corresponding Technical Proposal as applicable. The reading out of the Technical Proposal shall include the presence or absence of a bid security; and any other details as the Employer may consider appropriate. The Letter of Bid and the Schedules are to be initialed by a minimum of two representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1) at this stage.</p>
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</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 a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>

ITB 25.5 (Additional Para)	<p>On opening of the Technical Bid, it will be checked if they contain:-</p> <ol style="list-style-type: none"> 1. The Entire Bid Document along all corrigendum, addendum, and clarifications uploaded by bidders through his digital signature. 2. Required Bid Security. 3. All required formats provided in Section-IV, filled signed, scanned & uploaded. 4. Scanned copy of all required enclosures stamped & signed by authorized signatory of bid. <p>The Employer shall prepare a record of opening of the Technical Package, which shall include, the name of Bidder and presence or absence of a Bid Security. The Bidder is advised that the Employer's policy in respect of comparison of Bids is that the Technical Packages will be opened and evaluated to determine their acceptability and responsiveness for the proposed work. Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p>
ITB 25.6 (Additional Para)	<p>After the evaluation of the Technical Proposals in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Proposals. A date, time and venue will be electronically notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals.</p> <p>The opening of Financial Proposals shall be done in presence of respective representatives of responsive Bidders who desires to be present & witness the opening process.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
<p align="center">E. Evaluation, and Comparison of Bids</p>	
ITB 26.4 (Additional Para)	<p>The Bid Documents, as listed in ITB 6.1 above 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 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. A letter of undertaking is attached in Section IV: Bidding Forms (Form 13) and shall be completed by the Bidder and returned in the Technical Package. In the event that such confidentiality is breached, the Employer may reject the Bid. Copyright in all plans and any other document issued to the Bidder is reserved.</p>
ITB 26.5 (Additional Para)	<p>The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.</p>
ITB 28.1	<p>The bid submitted by the bidder should be unconditional & No deviation / alteration/ reservation & omission is permitted.</p>
ITB 29.1.1 (Additional Para)	<p>General Evaluation: Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</p> <ul style="list-style-type: none"> • All enclosures, declarations, formats and BOQ (If instructed to upload a filled & scanned copy of BOQ or a part of BOQ) of financial bid are properly signed; and

	<ul style="list-style-type: none"> the complete bid document should be uploaded to the e-tender portal of MAHA-METRO through digital signature of bidders along with all enclosures has been accompanied by a valid Bid Security; and meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17 Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Appendix 2.2 of Section-IV)
	Replace existing ITB 31 and its sub-Para as under
ITB 31	Correction of Arithmetical Errors
ITB 31.1	The financial proposals of only those that comply with the General Evaluation Criteria as per ITB 29.1.1 above and whose Technical Package is found compliant as per ITB 29 (and its sub-Para) above, will be opened and evaluated.
ITB 31.2	<p>The Employer for any arithmetic errors will check bids determined to be substantially responsive. Errors will be corrected by the Employer on the following basis:</p> <p>if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (A) and (B) above.</p> <p>If the Bidder does not accept the corrected Bid, its Bid will be rejected and the Bid Security forfeited.</p>
ITB 32.1	Bids will be compared in Indian National Rupees (INR) only. The Exchange rates used for the conversion shall be the published FBIL Reference rate (FBIL Reference rate is available on website https://www.fbil.org.in/) 28 days prior to submission of bid.
ITB 33.1	No purchase preference is applicable
ITB 34.1	No subcontractor is selected by Employer.
ITB 34.4 (Addition al Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work, excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.</p> <p>For sub-contracts exceeding Rs 1 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 1 million each)</p>

	<p>awarded is within the aforesaid 50% limit. In this regard the Bidder's attention is drawn to Clause 7 of PC. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>The Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements.</p>
ITB 35.2	<p>In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p> <ul style="list-style-type: none"> (a) making any corrections for errors pursuant to ITB 31.2; (b) making appropriate adjustments for conditions, qualifications, deviations, etc. pursuant to ITB 14.12. (c) not applicable (d) converting the amount resulting from applying (A) and (B) above to a single currency in accordance with ITB 32.1; (e) not applicable (f) no change <p>Price variation clause will not be considered for financial evaluation.</p>
ITB 35.6 (Additio nal Para)	<p>Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation and such bid shall be considered non responsive and shall not be considered for Technical Evaluation.</p>

F. Award of Contract

ITB 39.1	<p>Replace the existing ITB 39.1 with the following:</p> <p>Subject to ITB 38.1 and ITB 39.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6, provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4.</p> <p>The prices quoted by bidder must be realistic and workable and MAHA-METRO reserve the right to ask a detail analysis of price quoted by the bidder. If the quoted price does not seems workable or bidder fails to justify its workability, in that circumstance the employer is not bounded to award the work to lowest bidder.</p>
ITB 39.2 (Additio nal Para)	<p>In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.</p>
ITB 40.4 (Additio nal Para)	<p>The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Letter of Acceptance will constitute a part of the Contract.</p>
ITB 41.2	<p>Addition to the existing ITB 41.2 with the following:</p> <p>The Bidder should note that after the acceptance of bid the successful bidder will be eligible for issuance of Letter of Acceptance.</p>

ITB 42.1	The Performance Guarantee required in accordance with Clause 4.2 of the GC shall be for an amount as specified in Section IX. Particular Conditions , in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable.
ITB 42.3 (Additio nal Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additio nal Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additio nal Para)	Guarantees and Warranties The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with Clause 6 of PC and Section I ITB and Section X-Contract form .
ITB 44 (Additio nal Para)	Insurance The Bidders' attention is drawn to the provisions contained in Clause 18 of the General Conditions of Contract and Clause 68, 69 & 70 of Particular Conditions of Contract .

Annexure- 2-B**List of documents/enclosures to be enclosed with the Tender**

(Signed/attested and Scanned Copy is to be uploaded by bidder in Technical Section)

1. Copy of Bid Security / EMD in form of Bank Guarantee.
2. Copy of Power of Attorney authorizing the signatory of tender.
3. Copy of PAN no. of firm/ company/Existing & working JV (For Indian bidders only)
4. Copy of registration certificate of firm / company with registrar of firms or under Indian company act/ or as per legislation of country of origin etc. In case of Foreign Company as a sole member/constituent, it should be registration / incorporation under relevant legislation for working in India and certificate of approval /permissions from RBI/FEMA.
5. GST registration at the principal place of business, (If available)
6. Work experience certificates as stated in **Section-III**
7. In case the experience certificate is issued by a Private Corporate /Public Ltd. Company/LLP listed in Stock Exchange (BSE or NSE) in India, copy of work order, Summary of payment details certified by Chartered Accountant.
8. Summary of Audited & certified balance sheet exhibiting the TurnOver, profit & Net worth calculation of last 5 years. (FY-2014-15 to FY-2018-19), In case of financial year of the bidder is as per calendar year, the summary of balance sheet of FY-2014-15 to FY-2018-19 shall be attached. (Only summary of the balance sheet certified by CA required to be attached)
9. All Formats filed with required information, signed and stamped as per **Section-IV**
10. An organization chart together with clear description of the responsibilities of each key staff member.
11. Statement of Integrity (signed) as per Form-2.2 of **Section-IV**

Note: - The above list of enclosures is a guide to tenderers. Tenderer are advised to examine the tender document in detail & enclose the relevant document accordingly

SECTION-III: Qualification & Evaluation Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with [ITB 35](#) and [ITB 37](#), no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in [Section IV](#), Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the rates issued by the FBIL (Financial Benchmarks India Pvt Ltd) as identified in the [ITB 32.1](#). Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. Evaluation

In addition to the criteria listed in [ITB 35.2](#) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's technical capacity to mobilize key equipment and key personnel to carry out the works, (b) manufacture / construction method, (c) manufacture / construction schedule (d) sufficiently detailed supply sources, in accordance with requirements specified in [Section VII](#) – Works Requirements.

1.2 Multiple Contracts - Not Applicable**1.3 Alternative Completion Times – Not Applicable****1.4 Technical alternatives – Not Applicable****1.5 Specialized Subcontractors**

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

2. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2 , with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Integrity Eligibility	Not being ineligible as per the statement of integrity	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Letter of Bid)
1.4	Government Owned Entity	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2 , with attachments
1.5	Agent / Middleman	The Bidder should certify that no agent / middleman has been or will be engaged or any agency commission been or will be paid	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.3

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default in the past 5 years.	Must meet requirement ²	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Debarment	Bidder should not have been debarred by Government of India / any State Government in India / Central or State Government undertakings as on the due date of submission of bid.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2.1

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

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

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements	
				All Parties Combined	Each Member		One Member
3. Financial Situation and Performance							
3.1	Financial Capabilities (Liquidity / Working Capital)	(i) The Bidder shall demonstrate that it has access to working capital, or has available, liquid assets, unencumbered real assets, lines of credit from bank, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 0.9 Crore for the subject contract(s) net of the Bidders other commitments <i>Notes:</i> <i>The liquidity shall be ascertained from Net Working Capital {Current Assets – (current liabilities + provisions)} as per latest audited balance sheet and/or from the Banking reference(s).</i> <i>Banking reference(s) should contain in clear terms the amount that the Bank will be in a position to lend for this work to the applicant / member of the Joint Venture / Consortium. In</i>	Must meet requirement	Must meet requirement	Must meet requirement in proportion of its percentage share.	N/A	Forms FIN-3.1 , FIN-3.3 and FIN-3.5

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p><i>case the Net Working Capital (as seen from the Balance Sheet) is negative, only the Banking reference(s) will be considered, otherwise the aggregate of the Net Working Capital and submitted Banking reference(s) will be considered for working out the Liquidity.</i></p> <p><i>In case the Bidder is a JV / Consortium and if Banking Reference is issued by the bank in favour of the JV / Consortium for this Contract, then it will be considered for the Bidder and if the Banking reference(s) is issued in favour of any member of JV / Consortium it will be considered only for that member.</i></p> <p><i>In Case of JV / Consortium: Requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the requirement for his portion. Example: Let member-1 has</i></p>					

Eligibility and Qualification Criteria								Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements				
				All Parties Combined	Each Member	One Member					
		<i>percentage participation = M and member-2 has percentage participation = N. If minimum working capital required is 'W' then working capital of member-1 $\geq (WM)/100$ and working capital of member-2 $\geq (WN)/100$</i>									
		(ii) The audited balance sheets or provisional balance sheets duly certified by statutory auditor for the last 5 (five) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. <i>Latest Financial Year (FY)s</i>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-3.1 , with attachments				

Eligibility and Qualification Criteria								Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements				
				All Parties Combined	Each Member	One Member					
		shall be 2018-19. In case audited balance sheet of FY 2018-19 is not available, the bidder should submit provisional balance sheet duly certified by statutory auditor. All the financial statement should be duly certified by statutory auditor.									
3.2	Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	Must meet requirement	Must meet requirement	Must meet requirement in proportion of its percentage share.	N/A		Form FIN – 3.2			
3.3	Profitability	Profit before Tax should be positive in at least 2 (two) year out of the last five audited financial years.	Must meet requirement	N/A	Must meet requirement	N/A		Form FIN-3.1			
3.4	Net Worth	Net Worth must be positive in the last two financial years as per the audited financial statements.	Must meet requirement	N/A	Must meet requirement	N/A					
3.5	Bid Capacity	The available bid capacity shall be more than INR 14.2 Crore Bid capacity will be calculated based on the following formula:	Must meet requirement	N/A	Must meet requirement	N/A		Form FIN-3.1 Form FIN-3.4			

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>Bid Capacity = $2 \times A \times N - B$</p> <p>Where:</p> <p>A = Maximum of the value of works executed in any one year during the last five financial years (updated to Bid submission date; price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).</p> <p>N = No. of years prescribed for completion of the work = 36 months = 3 years</p> <p>B = Value [at price level as on the twenty eight (28) days prior to ‘date for Bid submission’ (refer Bid Data Sheet)] of existing commitments and on-going works to be completed during next ‘N’ years starting from the twenty eight (28) days prior to ‘date for Bid submission’</p>					

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>Notes:</p> <p><i>Financial data for latest last five financial years has to be submitted by the Bidder along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.</i></p> <p><i>The maximum value of works executed in any one year during last five (5) years ('A' in the above formula) shall be the maximum turnover of works executed in any one (1) financial year during the last five (5) financial years. Financial year as applicable in the country of origin of the bidders would be considered.</i></p> <p><i>The value of existing commitments ('B' in the above formula) as furnished Form FIN-3.4 shall be considered. The 'twenty-eight (28) days prior to date for Bid submission' means</i></p>					

Eligibility and Qualification Criteria							
Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>for e.g.: Say, if 'date for bid submission' is 18.04.2018, then 'twenty eight (28) days prior to date for Bid submission' will be 21.03.2018 and next 3.5 years period will be period up to 21.09.2021. These data shall be certified by the Chartered Accountant with his stamp and signature.</p> <p>In case of a Joint Venture/Consortium, the evaluation against the above eligibility criteria will be done in totality (i.e. algebraic aggregate of evaluation of each member) and not as individual member.</p>					
3.6	Financial soundness – bankruptcy / insolvency / restructuring	<p>The Bidder should not have suffered bankruptcy / insolvency in the last ten (5) years.</p> <p>The Bidder having undergone Corporate Debt Restructuring (CDR) in last five years must submit their banker's certificate stating that their account with the bank is "Standard Account" as on 31/March/2019.</p>	Must meet requirement	N/A	Must meet requirement	N/A	<p>Form FIN – 3.6</p> <p>In case the bidder has not undergone CDR he must submit undertaking to this effect.</p>

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1	General Work Experience	Experience under Similar Works specified in Note 1 for at least 5 (Five) years, preceding January-2020	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Work Experience	A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member ³ carried out by tenderer during last 5 (Five) years, preceding January-2020 , in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no.	Must meet requirement	Must meet requirement	Must meet requirement as per their % share in the proposed JV	Lead member should have not less than 51% share in the proposed JV	Form EXP 4.2(a)

³JV must collectively satisfy 100 per cent of the criteria of clause mentioned above, for which purpose the client vetted/certified figures for each of the members shall be added together to arrive at the JV's total number of stations for Technical Eligibility.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>of X-Ray Baggage scanners in One Completed Contract Work</p> <p style="text-align: center;">OR</p> <p>Should have received not less than INR 7.9 Crore each for Similar Works*** or provision of minimum 40 no. of X-Ray Baggage scanners in each of the Two Completed Contract Work</p> <p style="text-align: center;">OR</p> <p>Should have received not less than INR 6.3 Crore each for Similar Works*** or provision of minimum 32 no. of X-Ray Baggage scanners in each of the Three Completed Contract Work.</p>					

Notes

1. Similar Works*** for this contract shall mean “Supply, Installation, Commissioning of Integrated Security systems for Central Govt. /State Government Department, Defense, Police Department, Railways, Airports, Metro Stations, /PSUs/ SPVs/ Urban Local Bodies/ Private Corporates registered with NSE / BSE, in India”.

The X-ray Baggage Scanner shall compulsorily be a part of work order of past experience certificate (Presented by bidder under Similar Work) of bidder / Lead Member of JV/Consortium, which may or may not include Door Frame Metal detector (DFMD) or Hand Held Metal detector (HHMD).

2. Bidder who is having work experience with a previous employer as a JV member, the experience for this tender shall be considered in a proportion to the % share of the member in the previous JV.
3. Existing JV/Consortium already worked /working in other organization for the Similar Work*** & meeting the eligibility criteria, mentioned in Section-III of Bid Document, can bid in the name of existing JV. Such existing JV shall be treated as a Single Entity / Single Bidder if the experience certificate is issued by previous client in the name of JV/Consortium.
4. Bidder already working for similar work as specified above, who have completed 90% of the awarded work (Financially), shall be considered as substantially completed work against the eligibility condition of this proposed tender. Client certification is must in this regard which should be explicitly mentioned in the Employer’s certificate. MAHA-METRO reserve the right to get such certificate validated from the Employer.
5. JV/Consortium of bidders may participate in the bid subjected to maximum number of JV/Consortium partner up to 3 (Three) only.
6. The lead member of proposed JV/Consortium shall have share not less than 51%.
7. Each Partner shall have minimum 20% participation in proposed JV/Consortium. Partners having less than 20% participation will be termed as non-substantial partner and will not be considered for evaluation, which means that their financial soundness and work experience shall not be considered for evaluation of JV / Consortium.

8. The value of the previous work shall be updated to base date price level assuming 5% inflation per year for Indian project & 2% for foreign project. Such value updating of cost shall be reckoned from the date of completion & final completion cost of the work.
9. **Personnel: The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:**

No.	Position	Minimum Requirement	Qualification	In Similar Works Experience (years)
1	Project Manager (Team Leader)	1	Graduate in Electrical, Electronics or Telecommunication engineering.	Minimum total experience of 10 years out of which, minimum 05 years as In-charge of similar works
2	Dy. Project Manager	1	Graduate in Electrical, Electronics or Telecommunication engineering.	Minimum total experience of 06 years out of which, minimum 03 years as In-charge of similar works
3	Site engineer	3	Graduate/ diploma in Electrical/Electronic or telecommunication Engineering	Minimum experience of 5 years out of which, minimum 02 years as In-charge of similar works
4	Technician	3	Diploma / ITI in Electrical/Electronic/ telecommunication engineering	Minimum Experience of 3 years, out of which minimum 2 years in similar work.

The above requirements are minimum and the contractors should be capable to deploy additional technical work force if required as per site condition and complying CAMC performance requirement. During CAMC/Defect liability period.

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.

10. Domestic Preference

There is no purchase preference or price matching applicable to the local bidders as all bidders are required to meet the minimum percentage of specified (50%) local content/local value, which has been incorporated as an eligibility criteria above.

The applicable policy letters of MoHUA are attached as **Annexure III** for reference of the bidders.

Section IV. Bidding Forms**Table of Forms**

1. Letter of Bid.....	3
1A. Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV)	5
2. Appendix to Bid.....	7
2.1 Schedule of Adjustment Data	7
Deleted.....	7
2.2 Statement of Integrity, Eligibility and Social and Environmental Responsibility ...	9
3. Schedules.....	12
4. Technical Proposal.....	13
4.1 Staffing Schedule and Organization Chart	14
4.2 Method Statement	15
4.3 Works Programme	16
4.4 Bidder's Technical Submissions.....	17
4.5 Form EQU: Equipment.....	25
4.6 Personnel.....	26
4.7 Outline Quality Plan	28
4.8 Outline Safety Assurance Plan.....	29
4.9 Outline Safety, Health and Environmental Plan	30
4.10 Outline Project Management Plan	31
4.11 Structure of the Bidder.....	32
DELETED.....	33
4.12 Statement of Deviations	33
DELETED.....	34
DELETED.....	35
DELETED.....	36
5. Bidders Qualification without prequalification	37
5.1 Form ELI -1.1	38
5.2 Form ELI -1.2	39
5.3 Form CON – 2	40
5.4 Form FIN – 3.1:	42
5.5 Form FIN – 3.2:	44
5.6 Form FIN – 3.3:	45
5.7 Form FIN – 3.4:	46
5.8 Form EXP - 4.1	47
5.9 Form EXP - 4.2(a).....	48
5.10 Form EXP - 4.2(b)	51
6. Form of Bid Security	52
7. Form of Bid-Securing Declaration	55
8. Form of Joint Bidding Agreement.....	56
9. Form of Legal Capacity / Power of Attorney	63
10. Bid Index.....	78

DELETED	79
11. Form for seeking clarification on Bidding Documents.....	79
12. Not Used	80
13. Letter of Undertaking Regarding Confidentiality of Bid Information.....	81
14. Undertaking for Downloaded Bidding Documents.....	82
15. Sample Format for Banking Reference for Liquidity	83
16. Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank.....	84
17. Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda	85
18. Form of Declaration for non-engagement of any agent, middleman or intermediary	86
19. Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal	87
20. Undertaking for ensuring supply of critical spares and availability of technical support.....	88
21. Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amounts due from balance due	89
22. Undertaking for obtaining registrations under various fiscal and labour laws.....	90

1. Letter of Bid

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

Date: _____

ICB/NCB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To,
Managing Director,
Pune Metro Rail Project,
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Maharashtra, India

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (e) **Deleted**- The total price of our Bid, excluding any discounts offered in item (f) below is:
In case of only one lot, total price of the Bid *[price not to be filled]*

In case of multiple lots, total price of each lot *[price not to be filled]*
In case of multiple lots, total price of all lots (sum of all lots) *[price not to be filled]*;
- (f) **Deleted** -The discounts offered and the methodology for their application are:
 - i) The discounts offered are *[price not to be filled]*
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[not to be filled]*
- (g) Our bid shall be valid for a period of **180** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*_____

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____,

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

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

Note: Para (e) and (f) above are not to be included in the Letter of Bid for Technical Proposal

1A. Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV)

(On each Firm's Letter Head)

No....

Dated

From:

.....
.....

To,
Managing Director,
Pune Metro Rail Project,
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Maharashtra, India

Sir,

Regarding:

"[Insert the name of the work]"

Ref: Your notice for Invitation for Bid (IFB)

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

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

'This JV is led by whom we hereby authorize to act on our behalf for the purpose of submission of Bid for And authorize to incur liabilities and receive instructions for an on behalf of any and all the partners or constituents of the Joint Venture.'

OR

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

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

In the event of our group being awarded the contract, we agree to be jointly with..... (Names of other members of our JV)..... and severally liable to the MAHA-METRO, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between MAHA-METRO and our JV.

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

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

* Delete as applicable

2. Appendix to Bid

2.1 Schedule of Adjustment Data

[Note: this schedule should be inserted in the Bidding Document when prices are to be adjustable – refer to **BDS ITB 14.5**; it must be deleted for a fixed price Contract]

Deleted

Summary of Payment Currencies

Table: Alternative B

To be used only with Alternative B

*“Bidders allowed to quote in local and foreign currencies” (Clause **BDS 15.1**)*

Summary of currencies of the bid for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency: € or US\$ _____	
Provisional sums expressed in local currency _____	[To be entered by the Employer]

Deleted

2.2 Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid: ("Name of the work")

("contract number.")

To: ("Contracting Authority")

1. We recognise and accept that Equity finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between MAHA-METRO and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>²;
 - 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

¹In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this AFD-financed contract.

²In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this AFD-financed contract.

- 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) in the case of a works or goods procurement procedure:
- i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
- 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.

6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.

6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties,. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.

3. Schedules

Refer to Part-4: Financial Bid & BoQ

4. Technical Proposal

- **4.1 Staffing Schedule and Site Organization**
- **4.2 Method Statement**
- **4.3 Works Programme and Design Submission Programme**
- **4.4 Bidder's Technical Submissions**
- **4.5 Equipment - Form EQU**
- **4.6 Personnel – Forms PER-1 and PER-2**
- **4.7 Outline Quality Plan**
- **4.8 Outline Safety Assurance Plan**
- **4.9 Outline Project Management Plan**
- **4.10 Outline Project Management Plan**
- **4.11 Structure of the Bidder**
- **4.12 Statement of Deviations**

4.1 Staffing Schedule and Organization Chart

Deleted

4.2 Method Statement

Deleted

4.3 Works Programme

Requirements for proposed Works Programme

Deleted

4.4 Bidder's Technical Submissions

Requirements for Bidder's Technical Proposals

Deleted

Appendix 4.4-A: Certificate of Compliance

(On Bidder's Letterhead)

This Certificate is issued in the full knowledge that the Technical Proposals submitted by us, are in Clause-by-Clause Compliance with the Works Requirements and other specifications, including Addenda thereon, except as noted in [Form 4.12 \(Statement of Deviations\)](#) of [Section IV: Bidding Forms](#) accompanying the proposal.

Signed
Authorized Representative

Seal:

Date:

DELETED**Appendix 4.4-B: Schedule of Subcontractors****Table 1:** List of proposals for Sub-contracted Works

SN	Description of Works for Sub-contracting	Name and Address of Sub-contractor identified for executing such works
1	2	3

1. The Bidders shall furnish, in the format of Table-2, experience records of each Sub-contractor by way of works executed by them in last five years and of works in progress at present. Details may be furnished of only works similar in nature to the work proposed for subcontracting.
2. In Col.3 of Table 2 “Employer” means the organization which paid for the works and the “Engineer” means the consulting Engineer for the project.

Table 2: Experience Records of Subcontractor proposed by the Bidder

SN	Name of Subcontractor	Name of work executed by the proposed Subcontractor with location, name and address of Employer as well as Engineer	Total Value of the work (INR millions)	Value for which the proposed Subcontractor was responsible (INR millions)	Contract Period				Certificates placed at	
					Original		Actual		Annexure No.	Page No.
					Start Date	Completion Date	Start Date	Completion Date		
1	2	3	4	5	6	7	8	9	10	11

Notes:

1. Details submitted in any other pro forma will not be considered.
2. The Bidder is required to submit completion certificates in support of the above.
3. Additional pages may be attached if required.
4. All the pages must be signed by the authorized signatory of the Bidder

Requirements for Subcontractors whose experience is being considered for evaluation

The proposals for the subcontractors whose experience is being utilized for pre-qualification purpose shall include the following:

1. A Memorandum of Understanding duly notarised and signed between Subcontractor and

the Bidder,

2. The MOU shall include the following:

- (i) The MOU will be in line with the contractual obligations and the subcontractor shall be responsible for their scope of work and accountable to Employer in accordance with the contract terms, and a relevant statement to this effect shall be included in the MOU.
- (ii) Subcontractor's Scope of work: The scope of work awarded to the subcontractor shall be clearly defined and it shall be in accordance with the Pre-qualification requirement.
- (iii) The subcontractor's compliance for the SHE policy, Labour Laws and Quality assurance during execution of the works.
- (iv) The subcontractor's compliance and appropriate resource commitment for the Employer's IT requirements
- (v) All the resources including manpower, tools and test equipment shall be deployed as per the work programme of the Bidder.

3. Site organisation chart of the subcontractor and supervising manpower from the Bidder (over subcontractor) as per their scope of work

4. The details of manpower deployment of key-personnel's with their CV as per the format given in [Form 4.6 of Section IV. Bidding Forms](#).

5. The undertaking from the subcontractor that the resources proposed will entirely be dedicated for this project only and will not be shared with other contractors. The subcontractor shall provide an undertaking that:

"We confirm that Experts included for this contract will be solely assigned for this project only and if any expert once approved is not found suitable and/or continuation of any person, if not in the interest of the project he will be suitably replaced."

6. Subcontractor's understanding of work and methodology for execution of work

7. The subcontractor has to execute the subcontractor's warranty after award of the works as per the format given in [Section X. Contract Forms](#).

8. In case of subcontractor's work/performance found unsatisfactory by Employer at any stage then the Bidder shall replace the subcontractor (from pre-qualified subcontractors) without any extra cost implication to Employer.

DELETED**Appendix 4.4-C: Proposals for Construction Machinery/ Equipment / Systems**

SN	Name of the equipment / system	Min nos. required	Name of manufacturer	Nos Available with the bidder	Remark
1	2	3	4	5	6
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Appendix 4.4-D: Subcontractor Undertaking**DELETED**

We hereby confirm that if any sub-contractor is proposed by us for any of the works listed below, we will submit a proposal, complying with sub-contractor's requirement of GC and PC for Employer's approval.

We also confirm that Sub contractor works will be executed by Licensed Electrical Sub Contractors

1..... (ITEMS & ACTIVITIES AS IN SCOPE OF WORK)

2.....

3.....

4.....

5.....

SIGNATURE OF THE BIDDER

Seal

Date:

Appendix 4.4-E: Interfacing Requirement Undertaking

Our understanding of the interfacing requirement is enclosed herewith.

We hereby confirm that our offer is fully compliant with the interfacing requirement with Other Designated Contractors/ Power Supply Authorities/ Statutory Authorities.

SIGNATURE OF THE BIDDER

Seal

Date:

Appendix 4.4-F: Scope of Work Compliance Undertaking

Our understanding to the scope of work is enclosed herewith.

We hereby confirm that our offer is fully compliant with the scope of work detailed in Works Requirements, except deviations listed separately in the statement of Deviations ([Form 4.12 of Section IV: Bidding Forms](#)) and the price of withdrawal of deviations is included in [Part 4 of Bill of Quantities](#) under Financial Package.

SIGNATURE OF THE BIDDER**Seal****Date:**

4.5 Form EQU: Equipment**DELETED**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

4.6 Personnel

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in '4.1 Staffing Schedule and Site Organization'.

Form PER-2: Resume of Proposed Personnel

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

4.7 Outline Quality Plan

DELETED

4.8 Outline Safety Assurance Plan

DELETED

4.9 Outline Safety, Health and Environmental Plan

DELETED

4.10 Outline Project Management Plan

DELETED

4.11 Structure of the Bidder

DELETED

DELETED**4.12 Statement of Deviations****(A) STATEMENT OF DEVIATIONS FROM THE INSTRUCTIONS TO BIDDERS
(INCLUDING BDS) AND BIDDING FORMS**

Clause Number	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the Employer	Price for Unqualified Withdrawal given in Financial Package (YES/NO)

Note:

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.**
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in herein, our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in this '[Form 4.12 Statement of Deviations](#)' but are not priced in [Part 4 of Bill of Quantities](#) (to be included with mention of price in Column D & E in financial package only) for its unqualified withdrawal, shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF BIDDER

DELETED**(B) STATEMENT OF DEVIATIONS FROM THE GC AND PC**

Clause Number	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the Employer	Price for Unqualified Withdrawal given in Financial Package (YES/NO)

Note:

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.**
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in herein, our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in this '[Form 4.12 Statement of Deviations](#)' but are not priced in [Part 4 of Bill of Quantities](#) (to be included with mention of price in Column D & E in financial package only) for its unqualified withdrawal, shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF BIDDER

DELETED**(C) STATEMENT OF DEVIATIONS FROM THE WORKS REQUIREMENT**

Clause Number	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the Employer	Price for Unqualified Withdrawal given in Financial Package (YES/NO)

Note:

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.**
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in herein, our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in this '[Form 4.12 Statement of Deviations](#)' but are not priced in [Part 4 of Bill of Quantities](#) (to be included with mention of price in Column D & E in financial package only) for its unqualified withdrawal, shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF BIDDER

DELETED**(D) UNDERTAKING FOR PRICING FOR DEVIATIONS WITHDRAWAL**

(To be submitted on Bidder's Letterhead)

Dated:

To,
Managing Director,
Pune Metro Rail Project,
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Maharashtra, India

Letter of Undertaking**CONTRACT No. ("Insert Contract Number here")****. ("Insert Name of the work here")**

We, (name of individual Bidder / Consortium) hereby undertake that:

1. We hereby confirm that the pricing for unconditional withdrawal of the deviations in statements A, B and C of '[Form 4.12 Statement of Deviations](#)' has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in '[Form 4.12 Statement of Deviations](#)', our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in '[Form 4.12 Statement of Deviations](#)' but are not priced in [Part 4 of Bill of Quantities](#) for its unqualified withdrawal, shall be treated as NULL and VOID and stand withdrawn.

Signed.....

For on behalf of

(Name of Bidder / Consortium)

5. Bidders Qualification without prequalification

To establish its qualifications to perform the contract in accordance with [Section III](#) (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

5.1 Form ELI -1.1**Bidder Information Form**

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 . <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.2 Form ELI -1.2**Bidder's JV Information Form**

(to be completed for each member of Bidder's JV and any specialized subcontractor if applicable)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's JV name: _____

JV member's name: _____

JV member's country of registration: _____

JV member's year of constitution: _____

JV member's legal address in country of constitution: _____

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.
- ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with [ITB 4.3](#).

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.3 Form CON – 2**Historical Contract Non-Performance, Pending Litigation and Litigation History***(to be completed by the Bidder and by each member of the Bidder's JV)*

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

5.4 Form FIN – 3.1:**Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, INR equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to [ITB 32.1](#) for the exchange rate**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for 5 (*five*) years pursuant Section III, Evaluation and Qualifications Criteria, [Sub-factor 3.1](#). The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the 5 (*five*) years required above and complying with the requirements

¹ In case audited balance sheet of FY 2018-19 is not available, the bidder should submit provisional balance sheet duly certified by statutory auditor. All the financial statement should be duly certified by statutory auditor.

5.5 Form FIN – 3.2:**Average Annual Turnover**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	INR equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

5.6 Form FIN – 3.3:**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in [Section III](#) (Evaluation and Qualification Criteria)

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

5.7 Form FIN – 3.4:**Current Contract Commitments / Works in Progress**

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

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

5.8 Form EXP - 4.1

General Work Experience

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Starting Year*	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

* See Section III Evaluation and Qualification Criteria – [Sub Factor 4.1](#)

5.9 Form EXP - 4.2(a)**Specific Work Experience****(Each Bidder or member of a JV must fill this form)**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			INR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Work Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Notes:

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.

5.10 Form EXP - 4.2(b)**Work Experience in Key Activities**

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name⁵ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contract or <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			INR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

⁵ If applicable
MAHA-METRO

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Key Activity No. Two

3.

Notes:

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.

6. Form of Bid Security

(Demand Guarantee)

Beneficiary: _____**Invitation for Bids No:** _____**Date:** _____**BID GUARANTEE No.:** _____**Guarantor:** _____

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

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

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

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

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

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

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

[Signature (s)]

7. Form of Bid-Securing Declaration

DELETED

8. Form of Joint Bidding Agreement

(JV/ Consortium Agreement)

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

FORM OF CONSORTIUM / JOINT VENTURE AGREEMENT BETWEEN

M/S....., M/S.....,

M/S..... AND M/S.....

FOR (.....)

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day of Two thousand Twelve between

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

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

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

(The Bidding JV/consortium should list the name, address of its registered office and other details of all the JV/consortium Members)

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the ‘.....’ (“Works”) for Pune Metro Rail Project to be awarded by Maharashtra Metro Rail Corporation Limited (hereinafter referred as “Maha-Metro” or “the Company”).

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

WHEREAS Maha-Metro desired to engage a contractor for [name of the Works] for Pune Metro Rail Project.

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

AND WHEREAS [Para BDS ITB 4.7](#) of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable JV/Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the selection of the JV/Consortium as the Successful Bidder by the Company, we the Members of the JV/Consortium and Parties to the JV/Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the JV/Consortium to be filled in here) to do on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with Maha-Metro or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with Maha-Metro and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium and receive instructions and ensure its compliance for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried as under;-
 - (a) Exclusively through the Lead Member. (If the successful bidders are under JV agreement)
 - (b) To each member of Consortium with a covering letter of Lead member of Consortium specifying the payable amount , bank details & detail of part of the work done (If the successful bidders are under Consortium Agreement)

In both the cases above all the JV/Consortium members are not exempted from their legal & contractual obligation collectively with Maha-Metro. All the members are jointly & severely liable to complete the entire legal & contractual obligation with Maha-Metro and none of the member shall deny to complete the balance work in case of default of any member of JV/Consortium

3. The Lead Member shall be liable and responsible for co-ordinating and ensuring the individual and collective commitment of each of the Members of the JV/Consortium in discharging all their respective obligations under the Contract with Maha-Metro. Each JV/Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement. However, in case of default of any member the entire JV/Consortium member shall be jointly & severely liable
4. In case of any breach of any of the obligations as specified under [clause 3](#) above by any of the JV/Consortium Members, all the members shall be liable to fulfil such

obligation.

5. It is agreed that sharing of responsibilities hereto among the JV/Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents JV/Consortium
6. This JV/Consortium Agreement shall be construed and interpreted in accordance with the Laws of **India**.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the JV/Consortium.
8. It is hereby agreed that in case of selection of bidding JV/Consortium as the Successful Bidder, the Parties to this JV/Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the JV/Consortium, as stipulated in the Bidding Documents.

Or

The Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the JV/Consortium in such proportion as may be agreed to between us.

9. It is further expressly agreed that the JV/Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the JV/Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the percentage (%) responsibilities and Obligations of each of the Members shall be as follows: (Responsibility along with the value of work shall be pre-defined & Annexed as Annexure-A, in the event of award of the work)

.....
.....

12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Awarded Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure the performance under the Contract and if one or more JV/Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a

default by all the JV/Consortium Members and penal action shall be taken against all members of JV/Consortium as per provision of Contract Agreement

14. It is agreed by all the Members that there shall be separate Bank Account (distinct from the bank accounts of the individual Members) in the name of JV, to which the individual Members shall contribute their share capital and /or working capital and the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone. *(Applicable in case Joint Venture)*

Or

It is agreed by all the Members that the payment shall be received from the Employer (Maha-Metro) to Bank Account of each member in proportion to their executed work. Such payment request shall be forwarded to Employer (Maha-Metro) with a covering letter & recommendation of Lead member of Consortium specifying the payable amount, Bank Account & detail of the part of the work done etc. (Applicable in case of Consortium Agreement)

15. It is hereby expressly agreed between the Parties to this JV/Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of Maha-Metro.
16. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This JV/Consortium Agreement

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

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

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)
presence pursuant to the M/s.....
Board of Director's resolution
dated

.....

.....

(Signature)
representative)

Name:

Designation:.....

Place:

Date:

(Signature of authorized

Name:

Designation:

Witness:

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's
resolution datedFor and on behalf of
Consortium Member (Party 2)
M/s..........
(Signature)

Name:

Designation:

Place:

Date:

.....
(Signature of authorized
representative)

Name:

Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

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

Place:

Date:

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 3)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....
(Signature)

Name:

Designation:

Place:

Date:

.....
(Signature of authorized
representative)

Name:

Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

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

Place:

Date:

9. Form of Legal Capacity / Power of Attorney

(Refer [ITB20.2](#))

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Format for Board Resolution

(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of consortium)

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

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

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

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

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

Notes:

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

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

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Documents dated _____ issued by MAHA-METRO for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding

Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which MAHA-METRO may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to MAHA-METRO and providing information / responses to MAHA-METRO, representing the Consortium in all matters before MAHA-METRO, and generally dealing with MAHA-METRO and/or any other authority in all matters in connection with Consortium's Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with MAHA-METRO and thereafter till the expiry of the Contract.

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

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

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation

Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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

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

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize _____ (name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney, to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Documents dated _____ issued by MAHA-METRO for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which MAHA-METRO may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to MAHA-METRO and providing information / responses to MAHA-METRO, representing the Consortium in all matters before MAHA-METRO, and generally dealing with MAHA-METRO and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into

with MAHA-METRO and thereafter till the expiry of the Contract.

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

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

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

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

Notes:

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

issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

(D) Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favour of the Lead Member- Deleted

WHEREAS Maharashtra Metro Rail Corporation Limited, (the Company) has issued the Bidding Documents on _____ for inviting Bids for '.....' [Name of the work] for Pune Metro Rail Project on the terms and contained in the Bidding Documents;

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

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

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

Know all men by these presents, We (Insert name and address of the registered office of the Member-1), (Insert name and address of the registered office of the Member-2) (Insert name and address of the registered office of the Member-n) do hereby constitute, appoint and authorize(name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Bidding Document dated _____ issued by the Company for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which the Company may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above. The aforesaid Attorney shall be further authorized for making representations to the Company named in the Bidding Documents, and providing information / responses to the Company named in the Bidding Documents, representing us and the Consortium in all matters before the Company named in the Bidding Documents, and generally dealing with the Company named in the Bidding Documents and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS:

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be notarized by a notary in the home country of company executing this power of attorney and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the said power of attorney is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
3. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

(E) Format for PoA for Lead Member-Deleted
POWER OF ATTORNEY

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

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

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

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

(Add in the case of a Consortium)

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board 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)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

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

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

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

Know all men by these presents, We(name and address of the registered office of the Member of the Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to sign and execute the Contract Agreement and any other requisite document in our name and our behalf for '.....' [name of the work] for Pune Metro Rail Project in response to the Bidding Document dated _____ issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) (the Company) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

(Add in the case of a Consortium)

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

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

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board 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)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

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

(G) Format for PoA for Single bidder**POWER OF ATTORNEY**

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

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

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

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

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

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

through the hand of

Mr.

Duly authorized by the Board to issue such Power of Attorney by board resolution
Dt..... (Copy enclosed)

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

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

10. Bid Index

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

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

DELETED**11. Form for seeking clarification on Bidding Documents**

Name of the Bidder:

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

SIGNATURE OF THE BIDDER

12. Not Used

13. Letter of Undertaking Regarding Confidentiality of Bid Information

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per Instructions to Bidder [BDSITB 11.4.1.16](#))

To:

Date:

Managing Director,
Pune Metro Rail Project,
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Maharashtra, India

Sub: *["Insert Name of the work"]*

Contract No. *["Insert Contract No."]*- Regarding Letter of Undertaking

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

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

Signed:

For and on behalf of
(Name of Bidder / Joint Venture / Consortium)
(To be signed by each member of the Joint Venture / Consortium, as applicable)

14. Undertaking for Downloaded Bidding Documents

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal **[http:// mahametrorail.etenders.in](http://mahametrorail.etenders.in)**. We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by MAHA-METRO that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by MAHA-METRO.

Company name
Name
Signature
Postal address
E-mail ID
Phone Fax

15. Sample Format for Banking Reference for Liquidity

(to be submitted on the letter head of the Bank with Contact details, Address, Phone Number, E. Mail id, etc.)

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature: - _____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

Change the text as follows for Joint Venture / JVA / Consortium

This is to certify that M/s who has formed a JV / Consortium with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture / Consortium, we shall provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract.

Signature:- _____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

[This should be given by the JV members in proportion to their financial participation]

16. Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank

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

SIGNATURE OF BIDDER

17. Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda

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

1. Addendum No.
2.
3.
4.

SIGNATURE OF BIDDER

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

18. Form of Declaration for non-engagement of any agent, middleman or intermediary

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

SIGNATURE OF THE BIDDER

(In case of a partnership, joint venture or consortium, to be submitted by the each constituent member)

@ Strike out whichever is not applicable

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

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

SIGNATURE OF BIDDER

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

20. Undertaking for ensuring supply of critical spares and availability of technical support

(To be submitted on Bidder's Letterhead)

Dated:.....

To:

Managing Director,
Pune Metro Rail Project,
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Maharashtra, India

Letter of Undertaking

CONTRACT No. [*Insert Contract No.*]

[*Insert Name of the work*]

We hereby certify that we will make credible arrangements for ensuring supply of critical spares and availability of technical support for maintenance and up gradation of equipment / systems / Machinery & Plant / Software, etc., which will become part of the Permanent Works executed under the contract [*Insert Contract No.*] during their service life.

Signed.....

For on behalf of

(Name of Bidder / Consortium)

21. Undertaking for passing on benefits of exemptions to MAHA-METRO and for adjustment of amounts due from balance due

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

CONTRACT No. [*Insert Contract No.*]
[*Insert Name of the Work.*]

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

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

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

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

22. Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

CONTRACT No. [*Insert Contract No.*]

[*Insert Name of the Work.*]

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

I also undertake to indemnify MAHA-METRO in case of any loss caused due to non-registration.

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

Signed.....

For on behalf of

(Name of Bidder / Consortium)

23. **Declaration of Undertaking**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines⁶. We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country). We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and AFD if this situation should occur at a later stage.

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

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

(Name of company)

(Signature(s))

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

Section-V: Eligibility Criteria and Social and Environmental Responsibility

1. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this project;
 - iii) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - iv) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - v) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of contract procurement or performance;
 - vi) Are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this project
 - vii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
2. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. Agency Policy - Corrupt and Fraudulent Practices

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

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

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

(a) Corruption of a public officer means:

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

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

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

(c) Corruption of a private person means:

- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another

- person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
 - any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
 - any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
PUNE METRO RAIL PROJECT**

**TENDER DOCUMENTS
FOR**

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project Limited.

**CONTRACT NO.
P1-O&M-02/2020**

**PART 1 – BIDDING PROCEDURES
Annexure IIA – E-TENDER TOOL KIT**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

E-Tender Toolkit

1. 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) obtained 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 enroll on the Electronic Tendering System to obtain User ID.

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

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

ii. Obtaining a Digital Certificate:

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

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

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

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

In case of “online tendering”, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf

of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

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

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

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

iii. Recommended Hardware and Internet Connectivity:

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

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

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

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

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

- i. Technical Bid Section: - Technical Bid Section shall contain all Documents and enclosures as directed in NIT, ITB and EQC. 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 entire tender document inter alia including Detailed **Tender Notice (NIT)** along with the Time Schedule (Key Dates) for all the Live Tenders/Bids 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 tender document is free of cost.

iii. Download of Bidding 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. The bidder shall not be able to bid without purchasing the bid document as per the online procedure.

iv. Online Submission of Bid:

- a. At the stage of Bid Security, the Bid Security (EMD) payment may be either in the form of Bank Guarantee. Bidders are advised to refer the Instruction to Bidders 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. Bidder to upload scan copy of EMD in form of Bank Guarantee in technical section of E-Tender Portal.
 - c. 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.
 - d. **For submission of Tender Document and Corrigendum, Tick (v) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) 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 (v) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
 - e. 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 circumstance the bidder has to re-submit his bid by “clicking tick (v)” 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.
 - f. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
 - g. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Bid Section” of E-Tender portal by using DSC of bidder.
 - h. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
 - i. If bidder are desirous to upload a file more than 10mb size , he shall spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or **“Additional Document”** section of **“Technical Envelope/Technical Bid section”** of E-Tender 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 (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 payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

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

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

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

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;

- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering. General

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

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for

refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

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

Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing,

delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (II) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

Miscellaneous Conditions:

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

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

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fees) 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 Fees.
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

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

Payment Gateway Disclaimer: The Service is provided in order to facilitate payment of Tender Fees 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 – III Make in India Guidelines

CORRIGENDUM

No.K-14011/26/2018-MRTS-II
Government of India
Ministry of Housing and Urban Affairs
(MRTS-II Desk)

Nirman Bhawan, New Delhi.
Dated 13th December, 2018.

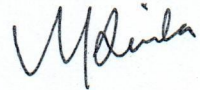
To

The Managing Director
Maha-Metro Rail Corporation,
"Metro House", 28/2, C. K. Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur-440001

Subject: Incorporation of Make in India Policy for the Tenders of Pune Metro Rail Project regarding.

Kindly refer to my letter of even number dated 28.11.2018 on the subject mentioned above.

2. In this connection, it is stated that in line 3 of para 3, word "may" may be read as "shall".



(Mukund Kumar Sinha)
Officer on Special Duty(Urban Transport)
& ex-officio Joint Secretary
Tele: 23061114

K-14011/26/2018-MRTS-II)
Government of India
Ministry of Housing and Urban Affairs
(MRTS-II Cell)

Nirman Bhawan, New Delhi
Date: 28th November, 2018

To

The Managing Director,
Maharashtra Metro Rail Corporation Ltd. (Maha-Metro)
Metro House, 8/2, C.K.Naidu Marg, Anand Nagar,
Civil Lines, Nagpur-440001.

Sub: Incorporation of Make in India Policy for the Tenders of Pune Metro Rail Project regarding.

Ref: 1.Letter no. K-14011/09/2014/UT-II/MRTS-Coord dated 12.07.2017
2. Letter no. K-14011/09/2014/UT-II/MRTS-Coord dated 14.11.2017
3.Letter no. K-14011/08/2017/MRTS-Coord dated 26.02.2018

Sir,

I am directed to refer to your letter No. Maha-Metro/PMRP/MOHUA/2018 dated 17.10.2018 on the above mentioned subject.

2. The issue of Minimum local content and eligibility conditions was discussed during the meeting on 10.02.2018 in Nagpur with MD's of metros in India. It was noticed that DIPP Guidelines are essentially getting implemented when minimum local content is specified as eligibility condition as given in ref (2) above and the price matching clauses will also not be required. The same was circulated vide MoM ref (3) above.

3. In the view of above, it is clarified that as per the decision taken in the MDs meeting held on 10.2.2018 in Nagpur, the stipulated component-wise minimum local content as circulated by MoHUA may be specified as an eligibility criteria. This will obviate the need for having a price matching clause. MAHA metro may follow this condition for its procurement.


(Mukund Kumar Sinha)

Officer on Special Duty (Urban Transport)
& ex-officio Joint Secretary

Tel : 23061114

Fax : 23061102

~~DT/DRSS/DT~~

No:K-14011/26/2018-MRTS-II

Government of India
Ministry of Housing and Urban Affairs
(MRTS-II Desk)

*Pl consult
for info. and
compliance.*

322-C, Nirman Bhavan, New Delhi
Date: 27th July, 2018

To

- 1) The Chief Secretary,
Government of Telangana,
Block-C, 3rd Floor, Telangana Secretariat,
Khairatabad, Hyderabad.
- 2) The Chief Secretary,
Government of Maharashtra,
Main Building, Mantralaya, 6th Floor,
Madame Cama Road,
Mumbai-400032
- 3) The Municipal Commissioner
Mumbai Metropolitan Region Development Authority.
MMRDA Building, Bandra-Kurla Complex,
Mumbai-400 051
- 4) The Municipal Commissioner,
Pune Metropolitan Region Development Authority (PMRDA),
Survey No. 152-153,.
Maharaja Sayaji Gaikwad Udyog Bhavan,.
Aundh, Pune - 411067
- 5) The Managing Director,
Mumbai Metro Rail Corporation Ltd.,
NaMTTRI Building, Plot No. R-13, 'E' Block,
Bandra-Kurla-Complex, Bandra (E),
Mumbai-400051
- 6) The Managing Director,
Maha Metro
Metro House, Bungalow No: 28/2,
Anand Nagar, C K Naidu Road, Civil Lines,
Nagpur-440001.
- 7) The Managing Director
Hyderabad Metro Rail Ltd. (HMRL),
Metro Rail Bhawan, Rasoolpura, Begumpet,
Hyderabad-500 003 (Telangana)

12677 4-8-12
INWARD
MAHA METRO RAIL
CORPORATION LIMITED
(NAGPUR METRO PROJECT)

Contd..... on pg 2/

Subject: Mandatory Conditions/guidelines applicable to metro rail projects.

Sir,

I am directed to refer to the above mentioned subject and to request that the following mandatory conditions/ guidelines should be adhered to in implementation of metro rail projects and while preparing any new proposal of metro rail project(s) seeking central financial assistance in the form of equity and sub-ordinate debt/grant or sovereign loan etc:

- (i) Metro Rail Policy 2017 - With a view to systematically augment the metro rail transport in India, the Government of India has issued the Metro Rail Policy in August, 2017. The policy enables greater private participation, innovative financing and value capture finance and provides more options of financing by the government for creation of metro rail infrastructure. This policy will enable further boost in the growth of metro rail network in the country. This policy is available at the official website of Ministry of Housing and Urban Affairs(mohua.gov.in) at the following URL:

<http://mohua.gov.in/upload/whatsnew/59a3f7f130eecMetro Rail Policy 2017.pdf>

- (ii) Appraisal Guidelines for Metro Rail Project Proposals – All new metro rail proposals will be appraised as per the appraisal guidelines framed up by this Ministry, which is available at the official website of Ministry of Housing and Urban Affairs(mohua.gov.in) at the following URL.

<http://mohua.gov.in/upload/whatsnew/59c21852a4874Appraisal%20Framework%20Sept%202017.pdf>

- (iii) Standardization of metro rail sub system. -In order to promote "Make in India" and bring down the cost of metro rail projects, the standards for metro rail signaling& telecom and rolling stock have been framed up and are available at official website of Ministry of Housing and Urban Affairs(mohua.gov.in) at the following URL:

<http://mohua.gov.in/upload/whatsnew/5ae177ce53876Final%20report%20of%20Rolling%20Stock%20Signaling%20Standardization%20-%202021.04.17.pdf>

- (iv) In order to encourage Indian manufacturers for rolling stock, ancillary manufacturers and to ensure optimum utilization of available resources in the country, the eligibility criterion for procurement of rolling stock has been framed by Government of India. This is available at the official website of Ministry of Housing and Urban Affairs(mohua.gov.in) at the following URL:
- <http://mohua.gov.in/upload/whatsnew/5b06a7b80d813eligibility%20criteria%20for%20rolling%20stock%20as%20on%2024%20may%202018.pdf>

- (v)(a) Directions contained in revised Public Procurement (Make in India) Order circulated by Department of Industrial Policy and Promotion (DIPP) vide order no. P-45021/2/2017- PP (BE-II) dated 28.05.2018 should be adhered to while procuring rolling stock, systems and other components of metro rail projects.
- (b) In order to promote 'Make in India' initiative and as envisaged under Public Procurement Order, 2017 mentioned above, Ministry of Housing and Urban Affairs has rationalized minimum local content and purchase preference for procurement of metro rail systems/equipment with a definitive plan for phased indigenization to the extent as detailed below:
- i) Minimum Local Content:
 - a. Rolling Stock – 40%: To be increased to 50% from financial year 2019.
 - b. Telecom – 40% which could be increased to 50% from financial year 2020.
 - c. Signaling – 30% which could be increased to 40% from financial year 2020 and 50% from financial year 2023.
 - d. Civil – 80%
 - e. Electrical-50%.
 - ii) Margin of Purchase Preference to be kept at 10%.
 - ii) Provision of additional bank guarantee of 10% to be submitted by the firms availing margin of purchase preferences criteria.
 - iii) For any deviation from the above, the metro companies may take approval of their respective boards.
- (b) Procurement of metro coaches:
- i) Metro rolling stock should be funded through equity/ counterpart funding/ domestic funding and not from sovereign loan from multilateral / bilateral financial institutions. Only after exhausting the counterpart funding limit for procurement of rolling stock, funding of signaling and system components from remaining limit of counterpart funding should be done. As imported component is maximum in rolling stock and signaling, this will ensure that "Make in India" objectives are achieved to its utmost.
 - ii) Following mandatory conditions should be incorporated in all metro rolling stock tenders:
 - a. Minimum 75% of the tendered quantity of cars shall be manufactured indigenously with progressively increased indigenous content.

NOTED
:4:

- ✓ b. For manufacture of these 75% cars, the contractor may either establish independent manufacturing facility in India or partner with a suitable Indian reputed manufacturer.
- ✓ c. To facilitate ease in maintenance and easy availability of spares during post warranty period, an identified list of critical equipment/ sub-systems shall be included in the tender document. Indigenous manufacturing of the listed items shall be ensured for manufacturing of minimum 25% of the tendered quantity of metro cars. This may either be achieved by the OEM themselves by establishing a wholly owned subsidiary in India or through a suitable Indian reputed manufacturer.

Yours faithfully,



(Ambuj Bajpai)

Under Secretary to the Government of India
Tele: 011-23061294

F.No.K-14011/09/2014/UT-II/MRTS-Coord
Government of India
Ministry of Housing and Urban Affairs

311 B Wing, Nirman Bhawan
New Delhi-110 011
Dated the 14th November, 2017

OFFICE MEMORANDUM

Subject: Minutes of meeting held on 17.10.2017 at New Delhi under the chairmanship of Secretary (HUA) regarding Minimum Local Content in Procurement of Metro Rail Systems.

The undersigned is directed to refer to the above cited subject and to enclose herewith the minutes of the meeting held on 17.10.2017 regarding Minimum Local Content in Procurement of Metro Rail Systems for information and compliance.

Encls: As above.



(Rachna Kumar)

Under Secretary to the Government of India

Tele:23062935

Email: rachna.kumar@nic.in

To

1. Shri Mangu Singh, Managing Director, DMRC, Delhi.
2. Shri P.S. Kharola, Managing Director, BMRCL, Bangalore.
3. Smt. Ashwini Bhide, Managing Director, MMRCL, Mumbai.
4. Shri Pankaj Kumar Bansal, Managing Director, CMRL, Chennai
5. Shri I.P. Gautam, Managing Director, MEGA Co. Ltd. Gandhinagar.
6. Shri Kumar Keshav, Managing Director, LMRC, Lucknow.
7. Shri Elias George, Managing Director, KMRL, Kochi.
8. Shri Vinay Kumar Singh, Managing Director, NCRTC, Delhi.
9. Shri S. Sivamathan, Director (Finance), Maha-Metro, Mumbai.

Copy to:

Secretary, DIPP, Ministry of Commerce, Udyog Bhawan, New Delhi. (with reference to DIPP's Public Procurement (Preference to Make in India) Order 2017 dated 15th June, 2017.



(Rachna Kumar)

Under Secretary to the Government of India

Government of India
Ministry of Housing and Urban Affairs

Subject: Minutes of Meeting held on 17.10.2017 regarding Minimum Local Content in Procurement of Metro Rail Systems.

The list of officers present during the meeting is annexed.

2. The issue of minimum percentage of local contents to be adopted in procurement of items by metro rail companies was discussed. After detailed deliberations, the following was decided:

- i) Minimum local content to be adopted for various systems for which, the quantity to be procured is above 100, should be as below:-
 - a. Rolling Stock – 40%: To be increased to 50% after one year.
 - b. Telecom – 40%: To be increased to 50% in two years.
 - c. Signalling – 30%: To be increased to 40% in two years and 50% in five years.
 - d. Civil – 60%.
 - e. Electrical-50%.
- ii) The above should be made part of eligibility criteria.
- iii) Provision of submission of additional bank guarantee of 10% by the firms availing margin of purchase preferences, should be included in the conditions.
- iv) For any deviation from the above, the metro companies may take approval of their respective boards.
- v) Margin of Purchase Preference should be kept at 10%.

List of Participants

Meeting regarding Minimum Local Content in Procurement of Metro Rail Systems held on 17.10.2017 at 10.00 AM under the chairmanship of Secretary (HUA) in the Conference Room No.123, C-Wing, Nirman Bhawan, New Delhi.

Ministry of Urban Development

1. Shri D.S. Mishra, Secretary
2. Shri Manoj Kumar, Additional Secretary (D&C)
3. Shri M.K. Sinha, OSD (UT) & EO JS
4. Shri Janardan Prasad, Director
5. Shri V.S. Pandey, Dy. Secretary
6. Smt. Rachna Kumar, Under Secretary

Delhi Metro Rail Corporation Limited

7. Shri Mangu Singh, Managing Director
8. Shri H. S. Anand, Director/ Rolling Stock
9. Shri Anoop Gupta, Director/ Electrical
10. Shri Manuj Singhal, CEE/Plg.

Chennai Metro Rail Limited

11. Shri Pankaj Kumar Bansal, Managing Director

Bangalore Metro Rail Corporation Limited

12. Shri P.S. Kharola, Managing Director

Mumbai Metro Rail Corporation Limited

13. Ms. Ashwini Bhide, Managing Director

MEGA Co. Ltd., Gandhinagar

14. Shri I.P. Gautam, Managing Director

Lucknow Metro Rail Corporation Limited

15. Shri Kumar Keshav, Managing Director

National Capital Territory

16. Shri Vinay Kumar Singh, Managing Director

Maha-Metro Rail Corporation Limited

17. Shri S. Sivamathan, Director (Finance)
18. Shri J.K. Nandanwar, ED/PL & Land

DP/GM (Proc)

6135

20/7

NAGPUR METRO RAIL
CORPORATION LIMITED

No. K-14011/09/2014/UT-II/MRTS-Coord
Government of India
Ministry of Housing & Urban Affairs

311-B, Nirman Bhawan,
New Delhi, the 12th July, 2017.

To,

The Managing Director,
All Metro Rail Corporations
(As per list attached)

Subject: Public Procurement (Preference to Make in India) order 2017.

Sir,

I am directed to enclose herewith Public Procurement (Preference to Make in India) Order 2017 dated 15-06-2017 issued by Department of Industrial Policy & Promotion, Ministry of Commerce & Industry for encouraging 'Make in India' and promoting domestic manufacturing and production of goods and services.

2. All the metro rail corporations are advised to revise the tender document for procurement in accordance with the above order.

Encls. As above.

Yours faithfully,



(Ambuj Bajpai)

Under Secretary to the Government of India
Ph 2306 2935

Pl. speak.
25/7/17
JAM(A)

The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001	The Managing Director, Chennai Metro Rail Ltd., Admn. Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai-600107
The Managing Director, Bangalore Metro Rail Corpn. Ltd., 3 rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560 027.	The Managing Director, Mumbai Metro Rail Corpn. Ltd., Bandra Kurla Complex, Bandra (East), Mumbai-400051.
The Managing Director, MEGA Co. Ltd, Karmayogi Bhavan, Behind Nirman Bhavan, Sector – 10/A, Gandhinagar – 382010.	The Managing Director Maha-Metro Rail Corporation Ltd, Metro House, 28/2 C.K Naidu Marg, Anand Nagar, Civil Lines Nagpur-440001.
The Managing Director, Lucknow Metro Rail Corpn. Ltd., JANPATH MARKET, HAZRATGANJ, Lucknow-226 001	The Managing Director, Kochi Metro Rail Ltd., 8 th Floor, Revenue Tower, Park Avenue, Kochi-682 011. Kerala.
The Managing Director, Noida Metro Rail Corporation Ltd. Block-3, 3 rd Floor, Ganga Shopping Centre, Sector-29 Noida (UP)	The Managing Director, National Capital Region Transport Corporation Limited, 7/6, AMDA Building, Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

.....Contd. p.2/-

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

.....Contd. p.3/-

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization.** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DIPP)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties.** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

B. S. Nayak

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257



**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(MAHA-METRO)
PUNE METRO RAIL PROJECT**

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-2/2020**

PART - II: Work Requirement

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

Part-II - Work Requirement

Section VII-A	General Specifications
Section VII-B	Particular Specification – X-Ray baggage scanner
Section VII-C	Particular Specification – Door Frame Metal detector (DFMD)
Section VII-D	Particular Specification – Handheld Metal detector (HHMD)
Section VII-E	Particular Specification – Q-Manager
Section VII-F	Particular Specification - Ladies Frisking Booth
Section VII-G	Particular Specification - Comprehensive Annual Maintenance for X-Ray Baggage Scanner and Door Frame Metal Detector.

Contents

1. GENERAL REQUIREMENT: -.....	2
2. PRELIMINARY WORKS	2
3. BASIC DESIGN PHILOSOPHY AND REQUIREMENTS.....	4
4. DESIGN REQUIREMENTS.....	5
5. DETAILED SCOPE OF WORKS OF DLP & AMC.....	5
6. INTERFACE REQUIREMENTS	11

1. GENERAL REQUIREMENT: -

1.1 SCOPE OF WORK

The Scope includes Supply, Installation, Testing and Commissioning of X-RAY Baggage Scanning system, Door Frame Metal Detector, Handheld Metal Detector, Q-Manager & Ladies frisking booth at various metro stations and depots & administrative office, including training of MAHA-Metro personal.

1.2 Comprehensive Annual Maintenance Contract (CAMC) for X-Ray Baggage Scanner and Door Frame Metal Detector during 2 year DLP (From date of taking over of installation by MAHA-Metro) & for 10 years from completion of DLP.

1.3 Preparation and supply of drawings, documents, samples, specimens and Operation & Maintenance manuals.

1.4 Supply of resources, materials, tools, plant and manpower for fabrication, delivery, installation and testing of the equipment to meet the intended function.

1.5 Where necessary, license applications and statutory submissions in accordance with Enactment are up to the commencement of the Defects Liability Period.

1.6 Interface requirements with various contractors must be met by the contractors. Likely interfaces would be but not limited to as under below column.

SN	INTERFACING WORK	LEAD CONTRACTORS
1	For Installation/ electrical wirings etc. of Baggage scanner X-ray machine/Door frame metal detector	Station and depot contractor
2	For Electrical, power requirement for baggage scanner, DFMD, HHMD, etc.	
3	For External designs of X-ray Baggage Scanner, DFMD & Ladies Frisking Booth, Q-Managers.	The Branding Agency appointed by MAHA METRO
4	For Project execution & Asset Monitoring & maintenance	5-D BIM
5	For positioning of CCTV camera to cover DFMD & Baggage scanner	Telecom Contractor

NOTE: Refer Clause No. 6 Interface Requirements

1.7 Development of installation design for the equipment with calculation, sizes of fastening, cables, networking hardware, etc. will be approved by Employer.

1.8 All software and firmware upgrades for the system as applicable shall be free of cost for a period of Twelve years. A confirmation letter from the OEM/OEMs shall be submitted along with the offer.

1.9 All the modules of Security Equipment shall be modular in construction. In case of up-gradation of such modules in future, it shall be possible to upgrade them without replacing the entire product.

2. PRELIMINARY WORKS

2.1 The Contractor has to do the preparatory works in order to ensure that all interface works have been completed before starting the work. This will involve complete co-ordination with interfacing contractors for example: meetings, site visits, supplying interfacing material etc.

2.2 The contractor need to study the EMI/EMC, Noise and Vibrations level which will be prevailing after commissioning of complete metro system and will then decide and ensure that all the supplied and erected equipment will perform satisfactorily in the same environment.

- 2.3 The contractor shall finish and handover the walls, flooring, railing nearby surrounding in original state after installation the equipment.
- 2.4 Supply and execution will be completed in stages, which will be aligned with commissioning dates of metro systems.
- 2.5 The Contract includes, maintaining enough spares of each equipment for quick restoration of the failure of equipment and the CAMC for the period of 10 years & DLP of 2 years.
- 2.6 The X-Ray Baggage Screening System shall be located at each entrance gates of platforms of Metro station and at other vital installations given in BOQ.
- 2.7 Screening System for persons shall mainly consist of following:
a) Hand Held Metal Detector
b) Door Frame Metal Detector
c) Ladies frisking booth.
d) Q-Manager
- 2.8 The station wise requirements of Security /surveillance equipment and stage wise commissioning have been given below: -

REQUIREMENT OF SECURITY EQUIPMENT						
Sl. No.	Location	Baggage Scanner (No's)	DFMD (No's)	HHMD (No's)	Ladies Frisking Booth (No's)	Q-Manager (No's)
N/S CORRIDOR						
1	PCMC	4	6	6	2	34
2	Tukaram Nagar	2	4	6	2	34
3	Bhosari (Nashik Phatak)	2	4	6	2	34
4	Kasarwadi	2	4	6	2	34
5	Phugewadi	1	2	3	1	17
6	Dapodi	1	2	3	1	17
7	Bopodi	1	2	3	1	17
8	Khadki	1	2	3	1	17
9	Range Hill	2	3	3	1	17
10	Shivaji Nagar	6	12	12	4	68
11	Civil Court	6	12	12	4	68
12	Budhwar Peth	4	6	6	2	34
13	Mandai	6	12	12	4	68
14	Swargate	4	6	6	2	34
E/W CORRIDOR						
15	Vanaz	4	6	6	2	34
16	Anand Nagar	2	4	6	2	34
17	Ideal Colony	2	4	6	2	34
18	Nal Stop	2	3	3	1	17
19	Garware College	2	3	3	1	17
20	Deccan Gymkhana	3	5	6	2	34
21	Sambhaji Park	2	4	6	2	34
22	PMC	1	2	3	1	17

23	Civil Court	4	6	6	2	34
24	Mangalwar Peth	1	2	3	1	17
25	Pune Railway Stn	4	6	6	2	34
26	Ruby Hall	2	4	6	2	34
27	Bund Garden	1	2	3	1	17
28	Yerawada	1	2	3	1	17
29	Kalyani Nagar	4	6	6	2	34
30	Ramwadi	2	3	3	1	17
TOTAL REQUIREMENT (No's)		79	139	162	54	918

3. BASIC DESIGN PHILOSOPHY AND REQUIREMENTS

3.1 Proven Design/Product

3.1.1 The Contractor shall develop the necessary installation design based on specification of the equipment which is specified by OEM, Else the detail design shall be submitted with all technical data and calculations to the employer for approval.

3.1.2 Electrical wiring, and earthing arrangement, Hardware for networking etc. have to be supplied by contractor and specification of such equipment /hardware to be got approved from Employer.

3.1.3 The Proposed Security Equipment shall be of proven design. The system/sub-system, equipment, hardware and software proposed by the Contractor shall have been in use and shall have established their satisfactory performance over a period of at least two years on two MRTS/ Airport systems/ Railway/ Major Public/Govt./Private sector installations during last five years.

3.1.4 Where similar equipment or sub-systems of a different rating are already proven in service, then the design shall be based on such equipment. Notwithstanding the fulfilment of the above stipulations, the Contractor shall furnish sufficient information to prove the basic soundness and reliability of the offered Sub-system.

3.2 The design philosophy shall meet the following criteria:

- a. Application of state-of-the-art technology
- b. Service proven design
- c. Service life of 15 years
- d. Minimum life cycle cost
- e. Ease of maintainability
- f. Use of interchangeable, modular components
- g. Extensive and prominent labelling of parts, cables and wires
- h. Use of unique serial numbers for traceability of components
- i. High reliability
- j. Energy efficiency
- k. System safety and integrity
- l. Adequate redundancy and factor of safety.
- m. Use of fire retardant materials
- n. Environment friendly
- o. Adherence to functional, operational and performance requirements

3.3 Climatic Condition

- a) Adequate margin shall be built into the design particularly to take care of the environmental considerations prevailing in Pune
- b) The Contractor shall furnish information asked for by a Statutory body (e.g. Safety Commissioner, Ministry of Home affair, Maharashtra police, etc.) in particular format and time frame as directed by MAHA-Metro

4. DESIGN REQUIREMENTS

4.1 The following general requirements on equipment design shall apply to all equipment.

- a) The Contractor shall comply with all applicable laws, regulations and relevant standards.
- b) Equipment shall be designed for a 15-year design life of heavy-duty /continuous use with an aggregate of 24hrsX 7 days.
- c) All hardware concrete, fastening used in installation to be detailed in installation design by contractor for approval of Employer.

4.2 Design Responsibility

4.2.1 The Contractor shall be responsible for the design of the installation Works, which shall include but not be limited to the following:

4.2.2 The development of the design to be carried out in conjunction with the information contained in the Drawings and shall be in accordance with the Specification set out in the Contract.

4.2.3 The Contractor shall be responsible for the development and completion of the design of any other items of the Works as stated in the Contract, including, without limitation, the updating and amendment of the Drawings from time to time.

4.2.4 The Contractor, while co-ordinating with the Employer/ Employer Representative/ Other contractor on all matters relating to design and documentation, shall retain full responsibility for managing such designs and for the maintenance of all the documentation associated with the design process. The personnel identified to fulfil these roles shall be direct employees of the Contractor.

4.2.5 The Contractor shall determine and verify as appropriate the materials, site measurements and installation criteria before adopting in the design of the equipment

4.2.6 The Contractor shall ensure that the information contained in the submissions has been co-ordinated with the overall requirements of the Works and the works of the Designated Contractors.

4.2.7 The information that is extracted from the Drawings and adopted by the Contractor in his design shall become the Contractor's design for which neither the Employer nor the Engineer shall be responsible

4.2.8 The Contractor shall refer the station and Electrical designs to ensure that the equipment are installed in the designated place and no modification is involved.

5. DETAILED SCOPE OF WORKS OF DLP & AMC

5.1 DEFECT LIABILITY PERIOD (DLP)

The contractor shall warrant that everything to be furnished under this contract shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. This warranty shall commence from the date of issue of acceptance certificate of the installation. It shall be TWO Year (24 month) from the date of issue of acceptance certificate. The contractor's liability in respect of any complaints/defect and/or claims shall be limited to the furnished and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that

the defects are brought to the notice of the contractor within the warranty period. All replacement and repairs at the MAHA METRO shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced parts can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the MAHA METRO.

- 5.2** The contractor shall submit a Reliability, Availability, and Maintainability (RAM) Plan and should be able to comply with these performance parameters.

RAM Plan

The Contractor shall implement a formal Reliability Plan and a formal Maintainability Plan in accordance with the specification and demonstration of dependability, reliability, availability, maintainability and safety (RAMS).

The Contractor's Reliability Plan and Maintainability Plan shall include Failure Modes, Effects and Criticality Analysis and the production of a Reliability Critical Items List. The supplier shall submit for review by the Employer's Representative the Reliability, Availability and Maintainability Plan. In accordance with RAM deliverables, the performance parameters to be measured during DLP and CAMC period would be as follows

Mean Time Between Maintenance Action (MTBMA)	The average time between maintenance being required on a piece of equipment, system or subsystem.
Mean Time Between Service Affecting Failures (MTBSAF)	The average time between failures causing service delays for a piece of equipment, a system or a subsystem.
Reliability	The measure of ability to rely upon equipment and systems to perform their intended function. The measure of reliability is MTBSAF.
Availability	The probability that an item will be in a state to perform a required function under given conditions, at a given instant in time or over a time interval, assuming that the given external resources are provided. It is represented by MTBMA.
Mean Time between failure (MTBF)	The average time between failures for a piece of equipment, a system or a subsystem.
Mean Time To Repair (MTTR)	The average time to repair equipment, subsystems, systems with full functionality.
Operating hours	The operating/normal train service hours are from 5.00 AM to 00.00 PM on all days.

Preventive Maintenance	Periodic or regular maintenance performed in order to pre-empt the occurrence of equipment faults in the future. This shall include First, Second and Third Line Maintenance.
-------------------------------	---

A. The **Reliability** of the various equipment shall be as under:

1. X-ray Baggage Scanner – 98%
2. DFMD - 98%
3. Hand held metal detector – 95%
4. Q-Managers & Ladies Frisking Booth – 98%

B. The **Availability** of various equipment shall be as under:

1. X-ray baggage scanners, DFMD, Q-Managers & Ladies Frisking booth – 98%
2. Hand Held Metal Detector – 95%

C. The **MTBF** (Mean time between failures) shall be:

1. X-ray baggage scanners, Q-managers & ladies frisking booth – one year
2. DFMD and HHMD - 6 months

D. The **MTTR** shall be as follows:

1. X-ray baggage scanner – 7 days
2. DFMD, HHMD, Q-Manager & Ladies Frisking Booth – 3 days

The Reliability, Availability figure as described above shall be reached by the end of 24 months of revenue operation of the first two corridors. The Reliability/Availability figures shall be calculated on a monthly basis and the contractor shall demonstrate that the Reliability/availability figures are met in 6 consecutive months of observation. If the Reliability/availability figure are not met in 6 consecutive months by the end of DLP period then the DLP shall be extended by 1 month every time till the requirement of achieving reliability/availability figures for 6 consecutive months is reached.

The DLP for all security equipment installed on a station would start from the date of commercial operation of the station.

5.3 DURING DLP AND AMC

The contractor has to maintain minimum 10% of the spare parts of the equipment supplied to MAHA METRO as on-site spares in Pune for immediate replacement during failures at the contractors cost to reduce the downtime. The defective parts should be replaced immediately in the interest of the contractor to avoid penalty for down time in case of system fails. If the repair is expected to take long time, the contractor must provide a temporary spare from his stock, till they are able to return the original after repairs.

5.4 TENDERER'S DRAWING AND SPECIFICATION

Tenderer shall furnish with his tender, technical specifications and pamphlets, drawings or reference for all the equipment to be supplied for the contract.

5.5 SUPPLY OF MATERIALS TO SPECIFICATION

All the materials and equipment to be supplied and used for execution of work shall be of Industrial grade. The tenderer has to load, unload and transport the same to the worksite at his own cost. No additional amount will be paid by MAHA METRO.

5.6 INSPECTION OF EQUIPMENTS

The bidder is required to furnish necessary documents / certificates duly approved by accredited laboratories/ agencies to support the following inspection test undertaken during manufacturing and prior to delivery as mentioned in Technical Specification and in the SCC of the Tender document. The documents /certificates are to be submitted by the bidder in the technical bid. All cost towards inspection will be borne by the bidder.

- i. If the product which arrives at the destination does not meet the requirements of the specification, it will be rejected.
- ii. The cost of all tests and/or analysis affected at the manufacturer's or contractor's works shall also be borne by the contractor.

5.7 CONTRACTOR'S RESPONSIBILITY

All costs, damages and expenses which the MAHA METRO may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may, at the discretion of the MAHA METRO be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The MAHA METRO also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

5.8 ACCEPTANCE TESTS

- a. Immediately after the completion of the work at each station the contractor shall certify and advise the purchaser in writing that the installation is:
 - (i) Complete
 - (ii) Ready for satisfactory commercial service and
 - (iii) Ready to be handed over.
- b. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.
- c. MAHA METRO shall issue an Acceptance certificate for successful commissioning of section covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. MAHA METRO decision in this respect shall be final. The Acceptance Certificate shall be signed by both the parties. The period of maintenance (DLP) of works shall commence from the date of issue of Acceptance Certificate.
- d. After the work has been completed & placed in service and Acceptance certificate issued by MAHA METRO, the contractor shall be responsible for proper maintenance supervision of the work for a period of twenty four months from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by MAHA METRO who will guide and supervise the work of maintenance staff. The maintenance engineer of the tenderer will visit the total installation at least once in a month.
- e. During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor will rectify the same free of cost. During such rectification if any faulty equipment/modules need replacement

or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

5.9 DELIVERY PERIOD

The equipment shall be delivered as per the schedule/ within 8 weeks from the letter of confirmation by employer.

5.10 TIME FOR INSTALLATION AND COMMISSIONING

The equipment needs to be installed and commissioned within a period of 1 week from the time the site is made available. Further, care needs to be taken while shifting of the equipment to the stations so that other installations at the stations, flooring of the stations are not damaged. If any damage to other installations happens, the contractor has to make good of the same or the amount will be deducted from the invoices.

5.11 MAINTENANCE

The contractor shall visit the site periodically and maintain the systems, sub-systems and associated equipment with their maintenance engineer for a period of first 2 Years (24 Months) of DLP period from the date of issue of acceptance certificate for the system/sub-system. The services of maintenance engineer shall be available for the period of first 2 Years (24 Months) of DLP period as and when required by the MAHA METRO representative. The contractor shall ensure that the MAHA METRO personnel are fully acquainted, trained and familiar with detailed procedure to be followed for proper testing, troubleshooting and satisfactory maintenance of the systems and sub-systems. In this period of maintenance, any defect noticed in the design /manufacturing of the systems shall be attended to promptly and take necessary remedial measure, to replace the defective part free of cost and rectify the system design/manufacturing defect. During this period the contractor should deploy the skilled staff for maintaining all the equipment in good working conditions like cleaning of the system, checking log entry in the server and security of the network etc. CAMC works include repair and replacement of defective hardware and software, any future software or firmware up gradation equipment, systems and sub-systems and without any cost of spares.

5.12 MATERIALS

5.12.1 Materials to be supplied by the contractors for execution of the work are indicated in schedule. The contractor shall take delivery of the materials to metro Stations as specified in the purchase order. However any other material not specifically mentioned herewith but is required for supply, testing, commissioning, and training shall be provided by the bidder at his own cost.

5.12.2 The contractor will, however, have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work the contractor will satisfy the MAHA METRO that he has procured all the necessary tools plants required of the quality. The contractor shall engage his own labour and supervisor for the execution of the covered in the contract.

5.12.3 The contractor shall supply all the materials as mentioned in schedule and transport the equipment to the work site at his own cost

5.13 TECHNICAL DOCUMENTS

5.13.1 The following technical documents and other information are to be furnished along with the equipment are required to be submitted in the technical bid:

- a. Detailed technical description of each of the equipment offered.
 - b. Documents for installation details etc.
 - c. Details regarding power supply equipment such as UPS, inverter.
 - d. Manual for operation and maintenance of the equipment supplied.
 - e. Details of test accessories and test facilities provided along with write up testing and troubleshooting procedures. Technical literature of equipment to be supplied, along with the supply of materials.
 - f. All necessary software/ Originals CD/DVDs which are part of technical equipment.
 - g. Guarantee/Warranty certificate to include the Two year DLP period.
 - h. List of consumables and spare parts per equipment.
- 5.13.2** An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit) stating their credentials.
- 5.14** **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**
The tenderer to ensure CAMC for 10 years (TEN years) after DLP period of 02 years (TWO years) including Hardware and software consumables, spares etc.
- 5.14.1** **SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE**
Preventive Maintenance service ONCE in 3 months (quarter), this will include-
- a. Detailed software check.
 - b. Detailed hardware check.
 - c. Analysis of Alarms logs, Event logs and System Performance and taking corrective action.
 - d. Corrective Maintenance of the complete System including software for the problem experienced and as reported by MAHA METRO representative including defects, immediate replacement of faulty units of any type. The replacement units shall become the property of the "MAHA METRO".
 - e. The MAHA METRO shall inform the contractor through telephone or through writing whenever problem occurs in proper functioning of equipment. The contractor shall confirm by issue of suitable case number regarding the complaint. The contractor must give the telephone number on which the contractor may be contacted during any time of the day (24X7 hrs to attend to the complaints).
 - f. Maintenance service covered under CAMC. Maximum restoration time shall not exceed 24 hours X-RAY Baggage Screening System, DFMD, or its sub system.
 - g. The X-RAY Baggage Screening System, DFMD, or its sub-systems shall be attended as early as possible from the instant information is given by MAHA METRO representative by Phone /Fax/Email.
 - h. Complete hardware and software support to be extended by the contractor.
 - i. Carrying out any software changes.
 - j. A log book will be maintained by the MAHA METRO representatives in which day to day failures and problems notice will be entered and informed to the contractor giving date and time. The contractor's Engineer/ representative has to fill up the log book as per schedule maintenance check-up giving the details as well as corrective measures taken by the contractor's engineer with date and time in the informed failure.
 - k. Trained and supervisory MAHA METRO staff shall do the urgent repair of the equipment if Contractors designated person does not reach the site within stipulated time for which suitable log will be maintained by MAHA METRO staff. A Penalty of Rs 5000/occasion will be levied to the Contractor
 - l. The Contractor should specify the name, contact number and address of the service personnel responsible for providing the Comprehensive Annual Maintenance service contract.

- m. In addition to the preventive maintenance, the Contractors expert shall attend break down calls whenever emergency arises and there will be no limit for such calls. All the tools and testing instruments required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor.
- n. All the tools and testing instruments etc. required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor.
- o. The contractor staff will carry the routine spares required for preventive/breakdown maintenance to ensure minimum down time without any additional cost. In addition to those spares contractor will also arrange other spares if required without any additional charges.
- p. In case of major repairs necessitating removal of the equipment to the Contractor's service centre, the system or its parts are reinstalled at the owner's premises after repairing the set in working condition.
- q. If the repair time is likely to exceed 24 hrs; then the contractor will provide a standby equipment at his own cost.
- r. The contractor shall depute only competent and efficient staff for routine maintenance as well as the break downs.
- s. Contractor shall furnish to the MAHA METRO the Name, Addresses and Telephone number of the Engineers responsible for the maintenance work. Name and telephone Number of Engineer who can be contacted after office hours and Sunday/Holydays shall also be furnished to the MAHA METRO. Contractor shall provide identification to their Engineers and staff authorized to attend the maintenance work so as to facilitate verification by representative of MAHA METRO.
- t. Communication handed over to the contractor's personal at site / office shall deem to have reached their office.
- u. At the end of each major break down repair, contractor's Engineers should prepare a service report and submit the same to the office of the authorized MAHA METRO person concerned.
- v. The tender shall also certify that the installation is done in accordance with the installation specified by the OEM/OEMs.
- w. Only the engineering/technician trained and certified by the OEM/OEMs shall carry out the installation and commissioning for Equipment.

6. INTERFACE REQUIREMENTS

6.1 5D BIM Interface Requirements

6.1.1 Employer is in the process of implementing an Enterprise wide IT system project titled "Digital Project Management Platform". The objective of the IT project is to develop a working environment that enables higher efficiency and effectiveness, not only in internal functions, but also across the entire ecosystem of the Employer including Contractors. The IT project envisaged following application stack:

- (a) Collaborative document control and management services (using Bentley Project Wise and Asset Wise solution)
- (b) Scheduling services (using Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM))
- (c) Project Management with progress and performance reporting (using Primavera P6 & Unifier solution)
- (d) Progress and performance reporting with visualization (using RIB iTWO)
- (e) Enterprise wide ERP SAP implementation

- 6.1.2** The proposed IT system has been conceptualized for facilitating preservation of important artefacts (plans, drawings, notes, documents, reports etc.) in a secure and manageable environment in digitized format. Appropriate triggers shall generate dashboards and management reports every time an event causes a substantial shift in the project risk or a deviation in processes is developed. The envisaged system would expedite decision-making, ensure better planning and coordination between different functions, better data management, effective reporting, knowledge management etc. Program management shall provide senior management with critical information related to various contracts, activities and funds in the form of management dashboards with inbuilt triggers to ensure timely decision-making. Clause 1.1.6 details out the bidder's expected involvement on MAHA-Metro's Digital platform
- 6.1.3** The effective use of such IT platform requires availability of system at all requisite locations i.e. with Employers' various offices, Engineer's offices, Contractors' end, major sub-contractors' end, design consultant ends etc. with certain definite users' rights. Data uploading by various authorized and trained users is key to effective implementation of the IT system.
- 6.1.4** In view of the above, the Contractor shall be required to:
- (a) Follow and comply the system guidelines to be issued by Employer/GC
 - (b) Comply all the software system competency.
 - (c) Upload / definition of Project Plans as per the template and using software defined by the Employer/GC;
 - (d) Maintenance and updating of uploaded Project Plans in software used by the Employer/GC;
 - (e) Upload of drawings / designs created by the Contractor as per the classification and on the software platform defined by the Employer/GC;
 - (f) Key contract related communication and progress related data as per processes defined on the software platform deployed by the Employer/GC
 - (g) Asset details need to be updated in the system in the format prescribed by the Employer/GC;
- Bidder is expected to review section 6.1.6 for more details for bidder's expected involvement on MAHA-Metro's Digital platform
- 6.1.5** Employer and its IT Implementation Agency shall render necessary assistance for the training of contractor staff.
- 6.1.6** Bidder will need to be accessing MAHA-Metro's digital platform for at least the mentioned functions as applicable as per bidder's respective scope of work. However the function list is indicative and precise activities from bidder on MAHA-Metro's digital platform will be updated and communicated to bidder on time to time basis.
- 6.1.7** Following are the deliverables in form of collaboration with 5D BIM by Bidder:
- 6.1.7.1** Creation of 3D engineered intelligent Models using discipline specific modelling/engineering applications.
- 6.1.7.2** Creating 2D drawings in CAD – plan, section, elevation and other relevant details (based on specific engineering disciplines) to be accessed by the contractors for construction.
- 6.1.7.3** Bidder need to comply with the following requirements in regards to the production of all the CAD (3D/2D) data files and building information modelling (BIM) work.
- 6.1.7.3.1** Model file production principles
- a) Bidder need to follow British Standard BS 1192:2007+A2:2016 for Collaborative production of architectural, engineering and construction information - Code of practice as a guide for drawing practice, convention, CAD data structure and translation.

- b) Bidder need to model all design and construction information as an individual discipline model and then collaborate it in single master 3D composite model, using object based software, allowing for 2D models to be extracted as required.
- c) Bidder need to create and share details of individual components of 3D models for each discipline involved.
- d) Bidder need to share all individual discipline models as well the collaborated single master model through the Engineering Information Collaboration System for review by GC/MAHA-Metro. Clash detection and resolution process will run in this composite area. All 3D model data together with all 2D drawing extractions needs to be spatially coordinated with the Geospatial System. UTM/WGS84 coordinate system needs to be followed for proper geo-referencing of all the engineered 3D models that will be created.

6.1.7.3.2 Model file composition

- a) Bidder need to generate model files using seed files/template (2D and 3D). Seed files/template will standardize all the new drawings that one creates. It will standardize the same global origin, colour table, cell library attachments, working units, views etc.
- b) Model files needs to contain one model view and one sheet view
- c) All graphical elements need to be placed in the model view
- d) Model files need to have a title box placed in the sheet view
- e) All model files need to be created at 1:1 scale

6.1.7.3.3 Model Outputs

Within the engineering collaboration system the central premise is that only approved data is shared. Each discipline WIP area can only reference data from the shared area i.e. approved data. When this data comes together in the composite model it can be fully coordinated and composite renditions can be produced in 3D.

6.1.7.3.4 Model Reviews

- 1) Bidder needs to ensure that the level of complexity and granularity for each discipline CAD model is appropriate for the stage of Works.
- 2) Bidder needs to ensure that all disciplines integrate and coordinate their outputs in terms of both spatial and functional provision. This shall be demonstrated through the extensive use of coordinated design review sessions which shall include for the coming together of all relevant discipline models into a common master model (model composite) where engineering assurance and coordination checks shall take place.

6.1.7.3.5 Existing Infrastructure data sets

- 1) Bidder need to model existing infrastructure and systems in sufficient detail as to provide integration with the works under contract
- 2) Bidder need to clearly highlight the unresolved areas of non-coordination in structure/services/finishes/clashes on the drawings and the model at all times in case of existing infrastructure data sets
- 3) Bidder need to report back to the owner any discrepancy with the existing data for their action

6.1.7.3.6 Coordination and integration – Drawing Packages

- 1) Within the BIM environment each of the disciplines need to reference other models in a timely manner for coordination purposes. The head of each discipline group shall decide the extent and nature of supporting discipline data that shall be displayed in each of their own discipline drawing submissions. Clash detection software routines needs to be run on the multi-discipline model and on combined master models and any clashes resolved. The reports of which will be submitted

on request of the Engineer

- 2) Specific drawing packages are required from each discipline. The drawings need to comprise of 2D extractions of the 3D models from the engineering collaboration system.
- 3) All CAD drawings need to be comprised of 2D models extracted from the 3D master model. Any subsequent design scheme changes that are required to be fully coordinated shall be modelled in 3D and the drawing extraction re-run to produce revised plots.
- 4) All plot composition files need to be checked as prescribed by the workflow setup in the engineering collaboration system before submission to the Engineer.

6.1.7.4 The bidder shall take full advantage of the 3D object attributes available in the BIM environment to prove cost, constructional logic, fabrication, and program as required by the MAHA-Metro/GC. Engagement modality expected for Project Management works including 4D & 5D BIM requirements: -

1. Bidder shall allocate a Project Coordinator who would be a single-point contact for MAHA-Metro for monitoring day-to-day progress on the Project.
2. Bidder will access the web-based Project Monitoring application (Primavera) of MAHA-Metro
3. Bidder will have to create Work Breakdown Structure (WBS) for its scope of work in the master project prepared and released by MAHA-Metro on Primavera.
4. Bidder will have to create all the relationships between various activities to generate a Critical Path Network on Primavera.
5. The project plan will be detailed to reflect the planned construction progress as per the 3D BIM model. This is must, as Primavera plan will get linked to 3D BIM collaborated intelligent model to reflect and review time based planned progress of project on a BIM model. Bidder's project plan on MAHA-Metro Primavera platform will be required at this level.
6. Once the network has been scheduled and baseline by MAHA-Metro/GC, the Project Coordinator will have to provide periodical updates for various activities.
7. Bidder will also be required to furnish key cost / budget details along with resources on MAHA-Metro's Primavera platform. Level of details for time plan, cost, and resources from bidder will be communicated to bidder at appropriate stage.
8. During the execution stage bidder will be required to operate on MAHA-Metro's Primavera platform to reflect minimum details towards work performed, progress achieved, resources consumed, forecast dates, forecast resources, remaining work along with any other key details as required by MAHA-Metro / GC. MAHA-Metro will be communicating on level of details as well frequency of such interactions at appropriate stage.
9. Bidder shall update and revise their work program on the integrated master schedule of the project subject to directions & approval from MAHA-Metro.
10. Bidder will be required to periodically capture actual progress visualization of respective package work using suitable technology which can be updated in 5D BIM platform.

6.1.7.5 In order to adopt 5D BIM platform bidder need to follow Employer's Information Requirement (EIR) Document which will be prepared by Owners Support Office (OSO) in consultation with General Consultant (GC) and handed over to the Bidder. The EIR will enlist the standards, methods and procedures that one has to follow in order to be BIM Compliant. EIR will have details such as CAD standards, BIM

standards, Asset Dictionary, Asset Classes, file naming convention, layer naming convention, Attribute Standards, etc.

6.1.7.6 SAP ERP (Component of Digital Project Platform):

In order to adopt SAP ERP platform contractor will be required to follow Employer's Information Requirement (EIR) Document which will be prepared by OSO in consultation with General Consultant (GC) and handed over to the contractor. The EIR will enlist the standards, methods, procedures and data related to defined functionality coverage in SAP ERP.

6.1.7.7 Minimum login credentials (as decided by MAHA-Metro) per bidder will be provided by MAHA-Metro to the bidder to access MAHA-Metro digital platform. In case, bidder envisages more user licenses for their internal data preparation through their internal user (like detailed drawing or project plan preparation by multiple users) which is required for finalizing data to be entered in MAHA-Metro's digital platform, then it will be bidder's responsibility to ensure own licenses. However the access to MAHA-Metro's digital platform will be through provided user credential only.

6.1.7.8 The engineering collaboration platform will be provided by MAHA-Metro and is mandated for the structure and the controlled sharing of the information created during the process.

1. SCOPE

- 1.1. The specification of X Ray Baggage Screening System covers technical specification and requirement of baggage screening systems consisting of X- ray machine, entry/exit stainless steel roller tables, LED colour monitors, image management software, operator control console etc. for baggage screening at different locations of Metro stations and other establishments of Metros.
- 1.2. The system shall be able to work continuously without interruption and should be capable of storing images which can be retrieved from a USB port using an external drive.

2. SYSTEM DESCRIPTION:

- 2.1. X Ray Baggage Screening System to be provided at stations and other Metros Installations and shall consist of X ray machine, operator control console with suitable controls, stainless steel roller tables on entry side and exit side, LCD colour monitor, power cable, Combined Test Piece (CTP), Threat Image Projection (TIP) software etc.
- 2.2. The tunnel size of machine is given in Technical Specification.
- 2.3. The X ray baggage screening system should enable the operator/supervisor to perform all related tasks for screening & monitoring of objects.

3. GENERAL REQUIREMENTS

- 3.1. The equipment shall adopt widely accepted technology for its operation and shall be of proven performance. The equipment shall conform to international & national standards/regulations for safety & EMC requirements.
- 3.2. The X ray baggage screening system shall be manufactured by firm having established quality system in place.
- 3.3. The X ray baggage screening system shall comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. The baggage screening system shall have approval from Atomic Energy Regulatory Board (AERB) of India.
- 3.4. The X- ray machine shall comply with the film safety standards for photographic film.
- 3.5. The computer of the machine shall be easily accessible and programmable.
- 3.6. The system should be capable of adapting to diverse operational requirements and evolving security challenges through easy customization of software-based controls and tools.
- 3.7. The power supply available at the stations shall be 230 V / 50 Hz AC which may vary from 160 Volts to 270 Volts. All modules of the screening system should work using this power supply only with requisite converters & voltage stabilizers of suitable capacity, if required. However, if felt necessary UPS of requisite capacity may be provided based on requirement of purchaser to ensure continuous availability of power supply.
- 3.8. Anti-rodent and dust proof cover shall be provided for the system.
- 3.9. The X ray baggage screening system shall be capable of bidirectional screening operation.

4. Technical Specification & Other Requirements:

Sl. No.	Detail Specification
1.	Tunnel sizes: 620 (+/- 5%) mm (width) x 420 (+/- 5%) mm (height).
2.	Conveyor height: Range of 675mm to 800 mm (+/- 2%)
3.	Conveyor belt speed: Should be between 0.18 to 0.3 m/s in forward & Backward direction
4.	Power Supply: All machines should operate on 230 VAC, 50 Hz power supply and should be able to withstand voltage fluctuations in the range of 170 V to 260 V, Single phase, 6 Amp Max.
5.	Electrical safety or equivalent certificate such as UL or IEC shall be submitted
6.	Conveyor capacity: More than 160 Kg evenly distributed tolerance 10% or more.
7.	Input / Output roller tables - Should be 1000 mm each
8.	Sensor: More than 1000 diodes, L-shaped detector (Folded array type). In case of

	defective diode arrays scanning should be disabled and error message should be displayed on the screen. Number of Diodes online should be shown in the main application
9.	X-Ray Generation Voltage : Max 160 KV Tube Current : 0.7 mA Cooling : Sealed Oil Bath Duty Cycle : 100% X-Ray Detector : “L”-Shaped array detector
10.	The X-ray beam divergence should be such that the complete image at maximum size of bag is displayed without corner cuts.
11.	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing). Relevant certificate from AERB.
12.	Operating Temperature: 0°C to 50°C
13.	Storage temperature: -20°C to 60°C
14.	Humidity: 95% non-condensing.
15.	Resolution: The machine should be able to display single un-insulated tinned copper wire of 40 SWG. All penetration and resolution condition should be meet without pressing any functional key and should be online.
16.	Zoom : Image Enlargement , Variable zoom up to 64 X , PAN option , 9 Zone Zoom
17.	Display: Dual Displays of 22” LCD/LED Monitor or SVGA High resolution, low radiation flicker free, resolution at least 1920 x 1280, and 24 bit colour real time processing.
18.	Color Imaging: 4 Color Imaging based on Atomic Number
19.	Image Processing : Penetration : In Steel 35 mm Guaranteed or better Wire Resolution : 40 SWG Guaranteed or better Contrast Sensitivity : 24 Visible Levels, 4096 Gray Levels Beam Divergence : Diagonal and the X-Ray Image should come without any corner cut Material Discrimination : Organic and inorganic material discrimination based on atomic number and density.
20.	The machine should have features of multi energy X-ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. With this method to distinguish high density organic materials including explosives. Machine should have variable colour or materials stripping to facilitate the operator to monitor images of organic materials for closer scrutiny. All suspicious items (Explosive, High density, material narcotics) should be displayed in one mode and that should be online.
21.	The vendor shall supply rodent protection, anti-rodent and dust proof cover, Control desk with security housing and locking provision should be available.
22.	Radiation Safety: The machine must comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. The supplier / manufacturer should furnish relevant certificate from Atomic Energy Regulatory Board of India regarding radiation safety. The company manufacturing the equipment should have ISO certification for manufacturing of X-Ray Screening machine and their technical submission.
23.	Film safety: Guaranteed safety for high speed films up to ISO-1600. The machines should be film safe. In other words photographic films must not be damaged due to X-Ray examination.
24.	Facility for variable contrasts must be incorporated to allow enhancement lighter and darker portion of the image.
25.	The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.

26.	Through put: Should be 300 bags per hour or more.																				
27.	Full diagnostic built in test facility. All models should have software controlled diagnosis report facility and system should give printout if printer is connected. Diagnostic Report should be retrievable on a Real-Time Basis (Session should not be logged out in order to see the entry)																				
28.	The operator personal identification number can be entered the keyboard.																				
29.	Facility of image enhancement should be available.																				
30.	All models should have online recording facility and images can be recorded in DVD R/W or USB.																				
31.	Lead impregnated safety screens should be available at either ends of the tunnel. Idle roller provided at either ends of the tunnel to facilitate placing of baggage at input and output.																				
32.	System should work on one software only. All software features should be controlled from keyboard of machine only. Keyboard function should be user friendly. To enable/disable the software features system should not be rebooted.																				
33.	If the machine fails to penetrate a particular item then an alarm video and audio both should be generated to notify the operator.																				
34.	The threat image projection (TIP) system software to be incorporated in all X-Ray BIS operation as per details given in Annexure-I.																				
35.	Copy of all software including X-Ray software with recovery CD must be provided.																				
36.	Operational Training: Operating staff has to be provided free training.																				
37.	One operating & service manual shall be provided with each machine.																				
38.	<p>Computer: Latest Configuration available in market of HP/Dell or OEM Make, following specification may be used as reference but not limited, any deviation shall be justified:</p> <table border="0"> <tr> <td>1. Processor</td><td>- Intel® Core™ i5 Processor or better</td></tr> <tr> <td>2. Bus Architecture</td><td>- Intel® HD Integrated Graphics.</td></tr> <tr> <td>3. RAM</td><td>- 4 GB Single Channel DDR4</td></tr> <tr> <td>4. Hard Disk</td><td>- 1 TB or more 7200 rpm serial ATA HDD / SSD.</td></tr> <tr> <td>5. Video Card</td><td>- 1 GB Video Card</td></tr> <tr> <td>6. CD-R/RW Drive</td><td>- DVD writer</td></tr> <tr> <td>7. Networking Facility</td><td>- 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of bad management using any standard management software.</td></tr> <tr> <td>8. Operating System</td><td>- Windows/Linux</td></tr> <tr> <td>9. Loaded Software</td><td>- Norton, McAfee, E-trust or equivalent Antivirus (latest version) with two-year license.</td></tr> <tr> <td>10. Suitable UPS</td><td></td></tr> </table>	1. Processor	- Intel® Core™ i5 Processor or better	2. Bus Architecture	- Intel® HD Integrated Graphics.	3. RAM	- 4 GB Single Channel DDR4	4. Hard Disk	- 1 TB or more 7200 rpm serial ATA HDD / SSD.	5. Video Card	- 1 GB Video Card	6. CD-R/RW Drive	- DVD writer	7. Networking Facility	- 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of bad management using any standard management software.	8. Operating System	- Windows/Linux	9. Loaded Software	- Norton, McAfee, E-trust or equivalent Antivirus (latest version) with two-year license.	10. Suitable UPS	
1. Processor	- Intel® Core™ i5 Processor or better																				
2. Bus Architecture	- Intel® HD Integrated Graphics.																				
3. RAM	- 4 GB Single Channel DDR4																				
4. Hard Disk	- 1 TB or more 7200 rpm serial ATA HDD / SSD.																				
5. Video Card	- 1 GB Video Card																				
6. CD-R/RW Drive	- DVD writer																				
7. Networking Facility	- 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of bad management using any standard management software.																				
8. Operating System	- Windows/Linux																				
9. Loaded Software	- Norton, McAfee, E-trust or equivalent Antivirus (latest version) with two-year license.																				
10. Suitable UPS																					

39.	<p>Software Feature should be compatible with following, but not limited to:</p> <ol style="list-style-type: none"> 1) All software features of machine should be online and password protected 2) Advanced Image Archive, up to 150,000 images 3) Thin object screening facility like razor blade, envelops etc. 4) Ability to recall up to minimum 50 images 5) Date and Time Display 6) Inverse/Negative black and white Imaging. 7) High Density Alert - Audio visual alarm and draw square around the object area where High density is found. 8) Baggage Counter. 9) Print Image Function if printer is connected. 10) Successful logging in and logging off to be displayed. 11) Dynamic Pseudo color and reverse Monochrome, edge & variable edge enhancement, date and time display. 12) 2X to 64X Zoom. 13) User Defined manual and automatic Access to Image archive. 14) Programmable Contrast levels. 15) Organic and Inorganic Imaging. 16) Color and Black & White Imaging. 17) Edge & Variable-enhancement Imaging. 18) Machine should be capable of recalling all previous images when scanner is switched on. 19) Organic & Inorganic material discrimination. 20) The system should be user friendly. 21) Threat Image Projection (TIP) should be available & programmable. 22) Variable brightness and contrast. 23) Machine shall be properly sealed. 24) If machine fails to penetrate a particular item then as audio and video alarm shall be generated. 25) Reversal Image direction - Ability to reverse the direction from where image is coming.
40.	Defect Liability Period shall be of Two Years from the date of commissioning of complete Lot. During the DLP all the services, spares, consumables shall be supplied by the contractor. Nothing shall be paid extra.
41.	Tenderer shall quote the rates for comprehensive Annual Maintenance Contract for period of Ten years beyond DLP of 2 years. The rates for 10 years CAMC shall show clearly the quoted rates for 1 st year and rate of enhancement per year. The CAMC can also be extended further for a period of 2 years on the basis of performance on the same rates given by contractor (plus rates of enhancement mentioned by the contractor).
42.	<p>The availability of machine during DLP & CAMC shall not be less than 99% this will be calculated in following manner:</p> $\frac{\text{Total Time} - \text{Down Time}}{\text{Total Time}} \times 100$ <p>Total time taken shall be revenue hours of operation of Pune Metro. At present it is different for different stations. Typical hours are from 05:00 AM to 11:30 PM every day.</p>
43.	Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours penalty @ 2000/day shall be levied for additional delay in rectification of machine. This will be applicable during DLP & CAMC period both.

44.	<p>General requirement – I:</p> <ul style="list-style-type: none"> ➤ X-Ray Baggage Scanner should preferably be indigenous make. ➤ Original equipment Manufacturer or their authorized representatives of X-Ray Baggage Inspection System, shall have their services based in India. ➤ X-Ray Baggage Inspection System shall have quality system compliance (ISO 9001 & ISO 14001 certificate for Design, Development, Manufacture and servicing of x ray machines required ➤ CE complied and (AERB) Atomic Energy Regulatory Board of India certified. International Radiation Safety Standards or equivalent is desirable. Manufacturers will have to produce a certificate in this regard for the particular model proposed in the bid. ➤ The X-Ray Equipment shall comply with the film safety of ten passes of ISO 1600/33 DIN high- speed photographic film. ➤ All software and firmware upgrades shall be free of cost for lifetime of respective security equipment as per conditions mentioned in the tender. The PC of the Equipment shall be easily accessible and programmable
45.	<p>General Requirements – II:</p> <ol style="list-style-type: none"> 1. Original equipment Manufacturer or their authorized representatives of X-Ray Baggage Inspection System shall have their services based in India. 2. X-Ray Baggage Inspection System shall have quality system compliance (ISO 9001 certificate for Design, Development, Manufacture of x ray machines required CE complied and (AERB) Atomic Energy Regulatory Board of India certified. 3. International Radiation Safety Standards or equivalent is desirable Manufacturers will have to produce a certificate in this regard for the particular model proposed in the bid. 4. The X-Ray Equipment shall comply with the film safety of ten passes of ISO 1600/33 DIN high- speed photographic film. 5. All software and firmware upgrades shall be free of cost for lifetime of respective security equipment as per conditions mentioned in the tender. The PC of the Equipment shall be easily accessible and programmable
46.	<ol style="list-style-type: none"> 1. The XBIS machine supplied shall have minimum service life of 10 years from the date of commissioning. 2. Scheduled maintenance of XBIS machine shall be carried out during 23.00 hrs of preceding day to 6.00 hrs of successive day. However in cases where certain XBIS machines are not functional during the non peak hours, then Maha-Metro at its sole discretion may permit contractor to undertake CAMC during the period from 6.00hrs to 23.00 hrs. unscheduled breakdown maintenance will be permitted during 6.00hrs to 23.00hrs to reduce the down time of machine.
47.	<p>Factory Acceptance Test (FAT) shall be carried out before the supply of the machines. The bidder has to submit FAT Procedure of the equipment and associated parts offered, duly certified by OEM and preferably adopted by security agencies to whom the item has been supplied earlier, so that the technical specifications of the equipment can be verified/confirmed by Maha-Metro.</p>

5. SOFTWARE REQUIREMENTS:

5.1. Image Management Software:

5.1.1. The software shall provide the following:

- a) Visual alerts to the operator in case of a threat or high density object.
- b) Operator logs
- c) Date, time and operator ID.

- d) Entire toolbar shall be available on the screen/keyboard for the operator to select and use required icon of the image analysis feature.

5.2. Threat Image Projection (TIP) Software Features:

The TIP software shall perform the following applications:

TIP software facility shall be incorporated in the X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system shall create a threat object and the same should be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator shall press the control panel key that will cause the computer generated threat object to disappear from x - rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorized person.

5.2.1. Design of the system:

TIP software should be compatible with other X - ray technologies such as automatic reject unit, automatic threat recognition system etc. All X-ray image functions shall be available at the same time along with the TIP.

5.2.2. Image Library:

- a) The TIP facility should have an image library containing at least 100 Explosive devices, 100 knives and 100 firearms in various sizes, shapes, locations & orientations (100 images of each category). However, the system shall have without assistance of the manufacturer.

5.2.3. Time Interval:

- a) Programming facility shall be available to project threat images at different intervals. The time period for threat image as well as image mix in percentage shall be user programmable e.g. software shall select 40 % images of explosive devices, 35 % of fire arms & 25 % knives or random etc.
- b) Once the screener has responded to identity the computer generated threat image, it should remain on the screen for a predefined user programmable time for analysis. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.

5.2.4. System Administration:

- a) The threat image projection facility shall have details of user database such as station name, screener name, organization, user ID number, level of access such as screener, administrator etc. with password protection.
- b) Access to start up menu should be restricted only to the authorized individuals. A log - in procedure by means of "Password" or Security Key", should be able to restrict access to each of the comment. The log - in procedure should not take longer than 20 seconds. The system should have facility to bypass the TIP facility, if programmed so by the system administrator. It should be ensured that the TIP software shall not be hindrance to normal functioning of X-ray machines.
- c) When the operator logs - in or logs - out, message should be displayed on X- ray screen to confirm that operator has been correctly logged – in or logged - out.

5.2.5. Feed Back Report:

- a) The threat image projection should be capable of giving feedback "HIT, MISS or FALSE ALARM" message. No message shall be presented if a screener has correctly passed a clear bag
- b) A "HIT" message shall be presented when a screener has correctly identified a threat image projection image. A "MISS" message shall be presented when screener fails to identify the TIP image. A "False Alarm" message shall be given when screener

incorrectly indicate TIP image when in fact no threat image projection is present. The feedback should clearly indicate on screen that a TIP object has been correctly identified / TIP object has been missed / no TIP object was present and all such information should be recorded in the database.

- c) Different colour coding shall be used for feedback to the screener. It is recommended that colour code red for “MISS”, green for “HIT” and yellow for “False Alarm or Interrupt” should be used. The system shall automatically prepare the daily log of events for each shift and for each screener performance. TIP log shall include particulars of location/station, X ray machine, name of screener, time & date of threat image, whether threat image was successfully identified or missed etc.
- d) The report on Threat Image Projection system should have date and time as per requirement, screener particulars, and decision/ outcome i.e. MISS, HIT or False Alarm in percentage as well in absolute numbers, number of bags screened, categories such as explosive devices, knife or weapon etc.
- e) As a standard practice, daily / weekly / monthly report shall be retrieved. Report shall be for any given time and period as per command.
- f) All data should be stored on the system for a minimum of two months after it has been down loaded or as specified by purchaser. Threat image projection data on the X-ray machine shall be read only file so that no individual, regardless of access rights to the threat image projection components shall be able to delete or amend any of threat image projection data or time.

6. COMBINED TEST PIECE (CTP) TESTS REQUIREMENTS:

6.1. SINGLE WIRE RESOLUTION (TEST NO. 1):

The requirement is to display 40 SWG wire not covered by step wedge. A tick should indicate the visibility of appropriate wire. A set of un-insulated tinned copper wire of different sizes in SWG should be placed on a Perspex sheet. Wires are to be laid out in S shaped curves. The wires should be placed behind varying thickness of aluminium. Metallic marker should be provided using high density material, so that SWG numbers in the Video Display Unit (VDU) are clearly visible

6.2. USEFUL PENETRATION (TEST NO. 2):

The test defines what level of details can be seen behind a thickness of known material. The CTP should have different gauges of wire behind varying thickness of aluminium. The requirement of this test is that the 26 SWG wire should be seen under second step wedge (5/16”).

6.3. MATERIAL DISCRIMINATION (TEST NO. 3):

The requirement is that different colours should be allocated to the sample of organic, inorganic and metal substances. With multi energy X-ray, it should be possible to distinguish between materials of different average atomic number for differentiating between organic, inorganic and metal substances. The use of sugar and salt samples encapsulated on the test piece and various materials used in the construction of CTP should check the material discrimination facility.

6.4. SIMPLE PENETRATION (TEST NO. 4):

The requirement is that the lead should be visible beneath 35 mm of steel. This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP should have steps of 2 mm from 16 mm to 30 mm with a lead strip to check that the machine is above or below the requirement.

6.5. SPATIAL RESOLUTION (TEST NO. 5):

The requirement of this test is that vertical and horizontal grating to be seen. This test defines the ability of the system to distinguish and display objects which are close together. The CTP should have 16 copper gratings at right angles to each other.

6.6. THIN METAL IMAGING (TEST NO. 6):

The requirement of this test is to image 0.1 mm thick steel. This tests the machine ability to image thin metal. A number of thin metals strips of various thicknesses should be placed in a row.

6.7. METHOD OF TESTING:

- a) The CTP should be used as a quick routine test to be carried out daily to ensure that equipment is working properly and satisfactory image is obtained.
- b) The CTP should be placed on the belt and passed through the belt at least once
- c) In a day before the baggage is screened or after the X-ray equipment is switched on to ensure that the equipment is working properly and image is satisfactory.
- d) The CTP should be viewed by using image enhancing facility till the operator is satisfied that the machine is working properly. The optimum position of CTP on the belt will depend on X-Ray source and detector arrangements. This should be ascertained from the service engineer, if need arises.

7. RESULTS:

The best result out of multiple scanning of CTP in both colour and black and white images shall be taken into account for a particular machine.

TABLE OF CONTENTS

1.	SPECIFICATIONS OF MULTIZONE DOOR FRAME METAL DETECTOR.....	2
1.1.	SCOPE:	2
1.2.	SYSTEM DESCRIPTION:.....	2
1.3.	GENERAL REQUIREMENTS.....	2
2.	APPENDIX- II SPECIFICATIONS OF MULTI ZONE DOOR FRAME METAL DETECTOR	3
2.1.	Alarms & Indications:	4
2.2.	Control Panel:	5
2.3.	Counter:	5
2.4.	Accessories:	5

1. SPECIFICATIONS OF MULTIZONE DOOR FRAME METAL DETECTOR

1.1. SCOPE:

- a) The specification of Door Frame Metal Detector covers technical specification and requirement of screening systems for persons consisting of multi-zone, highly sensitive door frame metal detector and associated accessories at different locations of Metro stations and other establishments.
- b) The door frame metal detector should be capable of helping operators/screeners to easily differentiate between harmless objects and potential threats.

1.2. SYSTEM DESCRIPTION:

- c) Door Frame Metal Detector (DFMD) shall be provided at entry points of Metro stations and other Metro installations as specified by purchaser. It shall be rugged and sensitive. These walk-through units shall screen people from head to- toe and shall detect small, hard to- find weapons and threats as small as a needle. It should also detect small stainless-steel knife, 9 volt battery, 1.5 V AAA size battery etc. It should be accurate and fast for threat detection and shall not cause hindrance to movement of persons being screened.
- d) The DFMD shall be robust, lightweight, versatile and weatherproof and shall be able to detect even floor level small weapons.
- e) The performance of the DFMD should be independent of the speed of the person passing through.

1.3. GENERAL REQUIREMENTS

- I. The equipment shall adopt widely accepted technology for its operation and shall be of proven performance. The equipment shall conform to international standards/regulations for safety & EMC requirements.
- II. The DFMD shall be manufactured by firm having established quality system in place.
- III. The DFMD shall conform to international & national standards for electrical safety.
- IV. The DFMD should conform to NIJ 0601.02/MHA standard for detection of large, medium & small size objects mentioned in the NIJ 0601.02/MHA standard. The detection should be done by passing the person in the middle of the DFMD with large, medium & small size objects and detection should be accurate pointing to correct zone.
- V. The DFMD shall be based on the pulse induction technology for higher level of control & accuracy.
- VI. The DFMD should be user friendly & easy to operate. Operation of DFMD shall not be affected by infrared, ultraviolet, electromagnetic or RF radiation. Offered equipment shall comply relevant safety/ immunity standard.
- VII. The DFMD shall be cardiac pacemaker, magnetic tape & film safe. Manufacturer/ system integrator shall submit certification to this effect with supporting documents to purchaser.
- VIII. The DFMD shall have built-in circuitry for noise suppression and should not give any indication when any person carrying metal is passing from outside of DFMD panel.
- IX. The circuitry of the DFMD should consist mainly of SMD (Surface Mounted Devices) in the PCB of DFMD and shall be easily accessible and the software in the PCB can be changed either by changing the programmable chips in the main control panel / PCB or updating the software with USB connectivity on the PCB. Also, the DFMD should be programmable with minimum 20 programs for different operational requirements.
- X. The system should be capable of adapting to diverse operational requirements and evolving security challenges through easy customization of software-based controls and

- tools. The DFMD should have floor mounting kit or fasteners needs to provide which can fix the DFMD on the location to prevent the unauthorized movement of the DFMD.
- XI. The power supply available at the stations shall be 230 V / 50 Hz AC which may vary from 160 Volts to 270 Volts. All modules of the DFMD should work using this power supply only with requisite converters & voltage stabilizers of suitable capacity, if required. However, if felt necessary UPS of requisite capacity may be provided based on requirement of purchaser to ensure continuous availability of power supply.
- XII. The DFMD should preferably be provided at entrance/exit points, platforms, etc. or any other locations as decided by purchase

2. APPENDIX- II SPECIFICATIONS OF MULTI ZONE DOOR FRAME METAL DETECTOR

S. No.	Detail Specification	
1.	Technology	Pulse Induction Technology
2.	Detection	<ul style="list-style-type: none"> It should be capable to detect both ferrous and non-ferrous metals Uniform from top to bottom in all zones with pinpoint detection as per NIJ 0601.02/MHA standard for large, medium and small metal objects.
3.	Passage Dimensions	<ul style="list-style-type: none"> Height – 200 cm approx. Breadth – 72 cm approx. Width – 57 – 80cm.
4.	Weight	90 kg maximum
5.	Power supply	220 +/- 10 VAC, 50 Hz, 12-24 VDC, should be provided with internal battery back-up for 8 hours minimum
6.	Alarm	Acoustic and optical alarm with alphanumeric display, height on person bar display (metal locator), low battery indication
7.	Sensitivity	Wide range of sensitivity setting from 1 to 200 and fine tuning, zone wise sensitivity setting required as well automatic zone wise sensitivity setting with Digital Signal Controlled (DSP).
8.	Zones	Not less than eight zones, covering full height of the instrument.
9.	Calibration	Manual and automatic by built in keypad and by remote control via a serial/ wireless link. All functions should be programmable and controlled by a microprocessor.
10.	Counter	Intelligent traffic counter for transit
11.	Throughput rate	25 people per minute
12.	Multiple metal	Should be able to detect multiple metal objects of various size in all the zones simultaneously
13.	Protection	Conform to relevant electric safety standard (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment)
14.	Other features	<ul style="list-style-type: none"> High discrimination between small masses and personal metallic objects. Automatic synchronization for DFMDs located close to each other up to a distance of one feet side by side. Programming protected by password Magnetic field should be harmless to magnetic media,

		<p>electronic devices (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment), weavers of heart pacemakers and pregnant women (By a Govt. recognized medical institute)</p> <ul style="list-style-type: none"> • Should not be affected by heavily reinforced floors • Should not be affected by external RF transmission and EMI (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment)
15.	Accessories to be provided	<ul style="list-style-type: none"> • Operating manual for user • Test samples for testing during commissioning and during maintenance
16.	Defect Liability Period shall be of Two Years from the date of commissioning of last equipment of each Lot. During the DLP all the services, spares, consumables shall be supplied by the contractor. Nothing shall be paid extra.	
17.	Tenderer shall quote the rates for comprehensive Annual Maintenance Contract for period of Ten years beyond DLP of 2 years. The date of commencement of CAMC also will be lot wise as per the completion of DLP period. The rates for 10 years CAMC shall show clearly the quoted rates for 1st year and rate of enhancement per year.	
18.	<p>The availability of machine during DLP & CAMC shall not be less than 99% this will be calculated in following manner:</p> $\frac{\text{Total Time} - \text{Down Time} \times 100}{\text{Total Time}}$ <p>Total time taken shall be revenue hours of operation of Maha Metro. At present it is different for different stations. Typical hours are from 05:30 AM to 11:30 pm every day.</p>	
19.	Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours penalty as per annexure IX clause 13 shall be levied for every 24 hours of delay in rectification of machine. This will be applicable during DLP & CAMC period both.	
20.	Tenderer shall furnish Performance Security in the form of a bank guarantee from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% of contract value. Validity period for Performance security shall be up to 3 months from the date of expiry of “Defective Liability Period. For CAMC period the amount of performance security shall be 15% of maximum of yearly maintenance contract amount and shall be valid for Ten years + 3 months.	
21.	OEM should have past performance in the Central Govt. /State Government Buildings, Railways Airports, Metro Stations, /PSUs/ Urban Local Bodies/ Private Corporates or other industrial organization registered with NSE/BSE in India of comparable magnitude.	

2.1. Alarms & Indications:

- a) There should be both visual and audio alarms. It shall be possible to adjust volume of audible alarm. The setting of the volume shall ensure that alarm is audible despite ambient noise. Also the DFMD should have different tones in the DFMD in order to change the tone in the DFMD from the nearby DFMD making easy for the security person to know from which DFMD the detection has come.

- b) **Ready Light:** The green ready light shall appear in the entrance side of each panel of the DFMD when power is on and the DFMD is ready to detect metal. The ready light in the entrance side of each panel of the DFMD shall be illuminated before a person is permitted to enter the walk-through.
- c) Indications with "wait" and "proceed" symbols in the form of red light should be located on the entrance side of each panel and should allow smooth and efficient traffic flow.
- d) Red indication as visual indication of an alarm should appear when the unit detects a targeted amount of metal within the walk-through according to the program and base sensitivity settings. When a target is detected, the alarm light should appear even if the audio volume is off.
- e) **Display:** A visual display should be located in the overhead panel. The display should provide calibration and operational information, including program and Sensitivity settings, operator functions and fault indication. The display should display all self-prompting regulation and control functions as well as traffic count information.

2.2. Control Panel:

A suitable control panel shall be provided to turn unit on, access and adjust setup and programming.

- a) The control panel shall be used to turn the DFMD on. The unit should be ready to operate within ten seconds. The manual self-test shall be activated at any time by pressing suitable control.
- b) The control panel shall be used to turn the DFMD off, ensuring that all of the information and settings are stored in memory before shutdown.

2.3. Counter:

The DFMD shall have a traffic counter that should track the number of people that have passed through the detector, the number of alarms and should calculate the alarm percentage. The counter should be used to obtain an automatic update on the traffic count. If operator access is enabled, the counter may be resettled by pressing the counter control for approximately ten seconds.

2.4. Accessories:

The DFMD shall have accessories including a battery back-up module for emergency with minimum 8 hours of battery backup, various other optional accessories for remote use, desktop remote control, adhesive floor mounts and a microprocessor based control, monitor & analysis interface module as applicable for standalone/ networked DFMD. The software should provide network capabilities for remote access for data collection and alarm statistics for monitoring and analysis of networked DFMDs.

TABLE OF CONTENTS

1.	Specification for Hand Held Metal Detectors	2
1.1.	SCOPE:	2
1.2.	SYSTEM DESCRIPTION:	2
1.3.	GENERAL REQUIREMENTS:	2
2.	TECHNICAL REQUIREMENTS	2

1. Specification for Hand Held Metal Detectors

1.1. SCOPE:

The specification of Hand Held Metal Detector (HHMD) covers technical specification and requirement of screening system for persons consisting of highly sensitive hand held metal detector along with associated accessories at different locations of Metro stations and other establishments.

The Hand Held metal detector should be capable of helping operators / screeners to easily differentiate between harmless objects and potential threats.

1.2. SYSTEM DESCRIPTION:

The Hand Held Metal Detector shall be rugged and sensitive. This shall screen people from head-to-toe and should pinpoint small, hard to- find weapons and threats as small as a needle at 1" as well as oil pins at 1". It should be accurate and fast for threat detection and shall not cause hindrance to movement of persons being screened.

The HHMD shall be versatile and weatherproof and shall be able to detect even floor level small weapons like size pistol at 9", large knife at 6", razor blade at 3" and foil wrapped drugs & oil pins at 1".

1.3. GENERAL REQUIREMENTS:

- i. The equipment shall adopt widely accepted technology for its operation and shall be of proven performance. The equipment shall conform to international & national standards/regulations for safety & EMC requirements.
- ii. The HHMD should be user friendly and easy to operate.
- iii. The HHMD shall be based on the pulse induction/ very low frequency technology for higher level of control & accuracy.
- iv. The HHMD should preferably be provided at entrance/exit points, platforms, etc. or any other locations of Metro station and other establishments as decided by purchaser.
- v. The HHMD should work satisfactory in temperature range of -5 degree C to +50 degree C and humidity of 95% non-condensing.
- vi. The HHMD shall be manufactured by firm having established quality system in place and shall possess ISO 9000 certification.
- vii. Operation of HHMD shall not be affected by infrared, ultraviolet, electromagnetic or RF radiation. Offered equipment shall comply relevant safety/ immunity standard.

2. TECHNICAL REQUIREMENTS

S. No.	Detail Specification
1.	Hand Held metal detectors with automatic sensitivity settings to detect all types of metal. Should be rugged in construction and light weight. It should be so angled that makes scanning easy and covers maximum portion of body of the person being scanned by keeping hand away.
2.	Dimensions: <ul style="list-style-type: none"> • Area of Search coil: 125 Sq.cm (Min) • Maximum thickness: 320mm, 466mm diameter for Baton type.

	<ul style="list-style-type: none"> • Width of Detector: 65mm (Max), 46mm Diameter for Baton type. • Length of Detector: 240mm (Max) 375mm (Max) for Baton type. • Weight of Detector: Should have light weight (maximum 500gms)
3.	Battery: <ul style="list-style-type: none"> • Lithium Ion or NiMH rechargeable battery or 9v alkaline battery. • Battery life min 100 hrs on alkaline battery and 45 hrs on rechargeable battery. • Low battery indicator, both visual and audible. • Must have wrist strap and good grip.
4.	Should be capable of detecting both ferrous and nonferrous metals.
5.	Sensitivity settings: Detection performance: Level 1: Automatic: Small handguns and knives like size pistol at 9", large knife at 6", razor blade at 3" and foil wrapped drugs & oil pins at 1". Level 2: Razor blades, handcuff keys. Level 3: .22 Calibre bullet, metal shanks.
6.	Operation: <ul style="list-style-type: none"> • 3 way push button operation: ON/OFF/momentary. • Should have low battery indicator both visual and audible.
7.	Safety: Metal detector should not have any effect on magnetic field media, and its magnetic field strength should be within limit set by international standards for human safety. It must be safe for people with pacemakers.
8.	Conformity: <ul style="list-style-type: none"> • Must conform the applicable CE/EU/IS-12126/1987 standards for Electrical safety and EMC.
9.	Ambient Operating Temperature: 0°to 50° Celsius
10.	Calibration: Automatic or manual set.
11.	Other Features: Digital filtering, user friendly diagnostics which should identify fault condition.

TECHNICAL SPECIFICATIONS

SN	DETAILED SPECIFICATIONS	
1	Physical Dimension	Height = 1000 mm approx. Base Diameter = 350 mm approx. Tube Diameter = 65 mm approx. and 1mm sheet thickness Retractable Belt = 2.25 m long approx. Weight = 9 Kg approx.
2	Material	Material Stainless Steel grade 304
3	Cassette	3 receiving & 1 extension end for 4 way connectivity
4	Material of Belt	Synthetic (Polyester) material high quality with 2” width.
5	Colour of belt	To be approved by Maha-Metro
6	Print on Belt	To be approved by Maha-Metro

Specification for Ladies Frisking Booth

SN	DETAILED SPECIFICATIONS	
1	Booth Dimension	Length = 4 ft. 4 inch Width = 4 ft. 4 inch Height = 6.5 ft.
2	Pipe Dimension	2 inch x 2 inch
3	PVC Flexible sheets for covering Front, Side & Back of the Booth.	
4	Curtain on one side of the booth for Entry & Exit	

TABLE OF CONTENTS

1. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT	2
2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE.....	2

1. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

The tenderer to ensure CAMC for 10 years (TEN years) after DLP period of 02 years (TWO years) including Hardware and software consumables, spares etc.

2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE

Preventive Maintenance service ONCE in 3 months (quarter), this will include-

- a. Detailed software check.
- b. Detailed hardware check.
- c. Analysis of Alarms logs, Event logs and System Performance and taking corrective action.
- d. Corrective Maintenance of the complete System including software for the problem experienced and as reported by MAHA-Metro (PMRP) representative including defects, immediate replacement of faulty units of any type. The replacement units shall become the property of the "MAHA-Metro (PMRP)".
- e. The MAHA-Metro (PMRP) shall inform the Tenderer through telephone or through writing whenever problem occurs in proper functioning of equipment. The Tenderer shall confirm by issue of suitable case number regarding the complaint. The Tenderer must give the telephone number on which the Tenderer may be contacted during any time of the day (24X7 hrs to attend to the complaints).
- f. Maintenance service covered under CAMC. Maximum restoration time shall not exceed 24 hours X-RAY Baggage Screening System, DFMD, HHMD or its sub system.
- g. The X-RAY Baggage Screening System, DFMD, HHMD or its sub-systems shall be attended as early as possible from the instant information is given by MAHA-Metro (PMRP) representative by Phone /Fax/Email.
- h. Complete hardware and software support to be extended by the Tenderer.
- i. Carrying out any software changes.
- j. A logbook will be maintained by the MAHA-Metro (PMRP) representatives in which day to day failures and problems notice will be entered and informed to the Tenderer giving date and time. The Tenderer's Engineer/ representative has to fill up the logbook as per schedule maintenance check-up giving the details as well as corrective measures taken by the Tenderer's engineer with date and time in the informed failure.
- k. Trained and supervisory MAHA-Metro (PMRP) staff shall be permitted to minor urgent changes if required for which suitable log will be maintained by MAHA-Metro (PMRP) staff.
- l. The firm should specify the name, contact number and address of the service personnel responsible for providing the Comprehensive Annual Maintenance service contract.
- m. In addition to the preventive maintenance, the Tenderer shall attend break down calls whenever emergency arises and there will be no limit for such calls. All the tools and testing instruments required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor.
- n. All the tools and testing instruments etc. required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the successful bidder.
- o. The Tenderer's staff will carry the routine spares required for preventive maintenance to ensure minimum down time without any additional cost. In addition to those spares Tenderer will also arrange other spares if required without any additional charges.

- p.** In case of major repairs necessitating removal of the equipment to the Tenderer's service centre, the system or its parts are reinstalled at the owner's premises after repairing the set in working condition.
- q.** If the repair time is likely to exceed 24 hrs; then the Tenderer will provide a standby equipment at Tenderers cost.
- r.** The Tenderer shall depute only competent and efficient staff for routine maintenance as well as the break downs.
- s.** Tenderer shall furnish to the MAHA-Metro (PMRP) the Name, Addresses and Telephone number of the Engineers responsible for the maintenance work. Name and telephone Number of Engineer who can be contacted after office hours and Sunday/Holydays shall also be furnished to the MAHA-Metro (PMRP). Tenderer shall provide identification to their Engineers and staff authorized to attend the maintenance work so as to facilitate verification by representative of MAHA-Metro (PMRP).
- t.** Communication handed over to the Tenderer's personal at site / office shall deem to have reached their office.
- u.** At the end of each major break down repair, Tenderer's Engineers should prepare a service report and submit the same to the office of the authorized MAHA-Metro (PMRP) person concerned.
- v.** The tender shall also certify that the installation is done in accordance with the installation specified by the OEM/OEMs.
- w.** Only the engineering/technician trained and certified by the OEM/OEMs shall carry out the installation and commissioning for Equipment.



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
PUNE METRO RAIL PROJECT**

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

**PART- III
CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

PART - III - Conditions of Contract and Contract Forms

Section VIII	General Conditions of Contract (GC)
Section IX	Particular Conditions of Contract (PC)
Section X.	Contract Forms



MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)

PUNE METRO RAIL PROJECT

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

**PART III: CONDITIONS OF CONTRACT
AND CONTRACT FORMS
SECTION VIII: GENERAL CONDITIONS
(GC)**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

Section VIII. General Conditions (GC)

1.	General Provisions	7
1.1	Definitions.....	7
1.2	Interpretation.....	12
1.3	Communications	13
1.4	Law and Language	13
1.5	Priority of Documents	13
1.6	Contract Agreement	14
1.7	Assignment	14
1.8	Care and Supply of Documents	14
1.9	Delayed Drawings or Instructions	15
1.10	Employer's Use of Contractor's Documents	15
1.11	Contractor's Use of Employer's Documents	16
1.12	Confidential Details	16
1.13	Compliance with Laws	17
1.14	Joint and Several Liability	17
1.15	Inspections and Audit by the Bank	17
2.	The Employer	17
2.1	Right of Access to the Site.....	17
2.2	Permits, Licences or Approvals	18
2.3	Employer's Personnel	19
2.4	Employer's Financial Arrangements	19
2.5	Employer's Claims.....	19
3.	The Engineer	20
3.1	Engineer's Duties and Authority	20
3.2	Delegation by the Engineer.....	21
3.3	Instructions of the Engineer	22
3.4	Replacement of the Engineer	22
3.5	Determinations	23
4.	The Contractor.....	24
4.1	Contractor's General Obligations	24
4.2	Performance Security	25
4.3	Contractor's Representative.....	26
4.4	Subcontractors.....	27
4.5	Assignment of Benefit of Subcontract	27
4.6	Co-operation	27
4.7	Setting Out	28
4.8	Safety Procedures.....	28
4.9	Quality Assurance	29
4.10	Site Data.....	29
4.11	Sufficiency of the Accepted Contract Amount	30
4.12	Unforeseeable Physical Conditions	30
4.13	Rights of Way and Facilities.....	31
4.14	Avoidance of Interference.....	32
4.15	Access Route.....	32
4.16	Transport of Goods	32
4.18	Protection of the Environment	33

4.19	Electricity, Water and Gas	33
4.22	Security of the Site	35
4.23	Contractor's Operations on Site	35
4.24	Fossils	36
5.	Nominated Subcontractors	36
5.1	Definition of "nominated Subcontractor"	36
5.2	Objection to Nomination	36
5.3	Payments to nominated Subcontractors	37
5.4	Evidence of Payments	37
6.	Staff and Labour	38
6.1	Engagement of Staff and Labour	38
6.2	Rates of Wages and Conditions of Labour	38
6.3	Persons in the Service of Employer	38
6.4	Labour Laws	38
6.5	Working Hours	39
6.6	Facilities for Staff and Labour	39
6.7	Health and Safety	39
6.8	Contractor's Superintendence	40
6.9	Contractor's Personnel	40
6.10	Records of Contractor's Personnel and Equipment	41
6.11	Disorderly Conduct	41
6.12	Foreign Personnel	41
6.13	Supply of Foodstuffs	41
6.14	Supply of Water	41
6.15	Measures against Insect and Pest Nuisance	42
6.16	Alcoholic Liquor or Drugs	42
6.17	Arms and Ammunition	42
6.18	Festivals and Religious Customs	42
6.19	Funeral Arrangements	42
6.20	Prohibition of Forced or Compulsory Labour	42
6.21	Prohibition of Harmful Child Labour	42
6.22	Employment Records of Workers	43
6.23	Workers' Organisations	43
6.24	Non-Discrimination and Equal Opportunity	43
7.	Plant, Materials and Workmanship	43
7.1	Manner of Execution	43
7.2	Samples	44
7.3	Inspection	44
7.4	Testing	44
7.5	Rejection	45
7.6	Remedial Work	46
7.7	Ownership of Plant and Materials	46
7.8	Royalties	46
8.	Commencement, Delays and Suspension	46
8.1	Commencement of Works	47
8.2	Time for Completion	47
8.3	Programme	47
8.4	Extension of Time for Completion	48

8.5	Delays Caused by Authorities.....	49
8.6	Rate of Progress	49
8.7	Delay Damages	50
8.8	Suspension of Work.....	50
8.9	Consequences of Suspension	50
8.10	Payment for Plant and Materials in Event of Suspension.....	51
8.11	Prolonged Suspension.....	51
8.12	Resumption of Work.....	51
9.	Tests on Completion	51
9.1	Contractor's Obligations	51
9.2	Delayed Tests.....	52
9.3	Retesting	52
9.4	Failure to Pass Tests on Completion.....	52
10.	Employer's Taking Over	53
10.1	Taking Over of the Works and Sections	53
10.2	Taking Over of Parts of the Works	54
10.3	Interference with Tests on Completion.....	55
11.	Defects Liability	55
11.1	Completion of Outstanding Work and Remedying Defects	55
11.2	Cost of Remedying Defects	56
11.3	Extension of Defects Notification Period	56
11.4	Failure to Remedy Defects.....	56
11.5	Removal of Defective Work	57
11.6	Further Tests	57
11.7	Right of Access	57
11.8	Contractor to Search	57
11.9	Performance Certificate	58
11.10	Unfulfilled Obligations	58
11.11	Clearance of Site	58
12.	Measurement and Evaluation.....	58
12.1	Works to be Measured	58
12.2	Method of Measurement	59
12.3	Evaluation	59
12.4	Omissions.....	60
13.	Variations and Adjustments	61
13.1	Right to Vary.....	61
13.2	Value Engineering	62
13.3	Variation Procedure	62
13.4	Payment in Applicable Currencies.....	63
13.5	Provisional Sums	63
13.6	Daywork.....	64
13.7	Adjustments for Changes in Legislation.....	64
13.8	Adjustments for Changes in Cost	65
14.	Contract Price and Payment.....	66
14.1	The Contract Price	66
14.2	Advance Payment	67

14.3	Application for Interim Payment Certificates	68
14.4	Schedule of Payments	69
14.5	Plant and Materials intended for the Works	70
14.6	Issue of Interim Payment Certificates	71
14.7	Payment.....	72
14.8	Delayed Payment	72
14.9	Payment of Retention Money	73
14.10	Statement at Completion.....	74
14.11	Application for Final Payment Certificate	74
14.12	Discharge	75
14.13	Issue of Final Payment Certificate	75
14.14	Cessation of Employer's Liability	75
14.15	Currencies of Payment	76
15.	Termination by Employer	77
15.1	Notice to Correct.....	77
15.2	Termination by Employer	77
15.3	Valuation at Date of Termination	78
15.4	Payment after Termination	78
15.5	Employer's Entitlement to Termination for Convenience.....	79
15.6	Corrupt or Fraudulent Practices	79
16.	Suspension and Termination by Contractor	80
16.1	Contractor's Entitlement to Suspend Work	80
16.2	Termination by Contractor.....	81
16.3	Cessation of Work and Removal of Contractor's Equipment	82
16.4	Payment on Termination.....	83
17.	Risk and Responsibility	83
17.1	Indemnities.....	83
17.2	Contractor's Care of the Works	84
17.3	Employer's Risks	84
17.4	Consequences of Employer's Risks	85
17.5	Intellectual and Industrial Property Rights	85
17.6	Limitation of Liability.....	86
17.7	Use of Employer's Accommodation/Facilities	87
18.	Insurance	87
18.1	General Requirements for Insurances	87
18.2	Insurance for Works and Contractor's Equipment	89
18.3	Insurance against Injury to Persons and Damage to Property	90
18.4	Insurance for Contractor's Personnel.....	91
19.	Force Majeure	92
19.1	Definition of Force Majeure	92
19.3	Duty to Minimise Delay.....	92
19.4	Consequences of Force Majeure	93
19.5	Force Majeure Affecting Subcontractor	93
19.6	Optional Termination, Payment and Release.....	93
19.7	Release from Performance	94
20.	Claims, Disputes and Arbitration.....	94

20.1	Contractor's Claims	94
20.2	Appointment of the Dispute Board	96
20.3	Failure to Agree on the Composition of the Dispute Board	97
20.4	Obtaining Dispute Board's Decision	98
20.5	Amicable Settlement.....	99
20.6	Arbitration.....	99
20.7	Failure to Comply with Dispute Board's Decision.....	100
20.8	Expiry of Dispute Board's Appointment	100

General Conditions

1. General Provisions

1.1 Definitions

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

**1.1.2 Parties and
Persons**

- 1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 “Bill of Quantities”, “Day work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.
- 1.1.1.10 “Contract Data” means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.
- 1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.
- 1.1.2.2 “Employer” means the person named as employer in the Contract Data and the legal successors in title to this person.
- 1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
- 1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.
- 1.1.2.6 “Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.
- 1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

- 1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]
- 1.1.2.10 “FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.2.11 “Bank” means the financing institution (if any) named in the Contract Data.
- 1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Contract Data.
- 1.1.3 Dates, Tests, Periods and Completion**
- 1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
- 1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].
- 1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
- 1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].
- 1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over 365 days except if otherwise stated in

the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections]..

1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

1.1.3.9 “Day” means a calendar day and “year” means 365 days.

1.1.4 Money and Payments

1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

1.1.4.11 “Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 Works and Goods

1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

1.1.5.5 “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.

1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

1.1.6.1 “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the

Contract.

- 1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 “Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure].
- 1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
- 1.1.6.7 “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].
- 1.1.6.10 “Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;

- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) Delivered, sent or transmitted to the address for the recipient’s communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of

The documents forming the Contract are to be taken as

Documents

mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions – Part A,
- (e) the Particular Conditions – Part B
- (f) the General Conditions
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the

Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) Payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

1.10 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by

(or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other

projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.15 Inspections and Audit by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

2. The Employer

2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the

Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) Payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals

The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licenses or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - (ii) for the delivery of Goods, including clearance through customs, and
 - (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- (b) Take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Employer's Financial Arrangements

The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.

2.5 Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

3. The Engineer

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any

responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and

- (d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

3.2 Delegation by the Engineer

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or

revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of

replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

3.5 Determinations

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. The Contractor

4.1 Contractor's General Obligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer..

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;
- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion,

the Contractor shall submit to the Engineer the “as-built” documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the Contract Data and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a

reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- (d) Each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the

extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this e.

4.8 Safety Procedures

The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of

unnecessary obstruction so as to avoid danger to these persons,

- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and
- (e) Provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data, which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,

- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) The Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) Have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause

20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) Payment of any such Cost, which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and

expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

- (a) the Employer shall be responsible for the Employer's Equipment, except that
- (b) The Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in

possession or control of it.

The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in three copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (b) photographs showing the status of manufacture and of progress on the Site;
- (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

- (i) commencement of manufacture,
- (ii) Contractor's inspections,
- (iii) tests, and
- (iv) shipment and arrival at the Site;
- (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- (e) copies of quality assurance documents, test results and certificates of Materials;
- (f) list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and
- (b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.

4.23 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land..

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and

Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. Nominated Subcontractors

5.1 Definition of "nominated Subcontractor"

In the Contract, "nominated Subcontractor" means a Subcontractor:

- (a) who is stated in the Contract as being a nominated Subcontractor, or
- (b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of

the matter:

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor, which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) submits this reasonable evidence to the Engineer, or
- (b)
 - (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these

amounts, and

- (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

6. Staff and Labour

6.1 Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

6.3 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all

applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:

- (a) otherwise stated in the Contract,
- (b) the Engineer gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

6.6 Facilities for Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this

Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.

**6.8 Contractor's
Superintendence**

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

**6.9 Contractor's
Personnel**

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract, or
- (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel..

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for

the use of the Contractor's Personnel.

- 6.15 Measures against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 6.16 Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.
- 6.17 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 6.18 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.19 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
- 6.20 Prohibition of Forced or Compulsory Labour** The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.21 Prohibition of Harmful Child Labour** The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

**6.22 Employment
Records of
Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**6.23 Workers'
Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce.

**6.24 Non-
Discrimination
and Equal
Opportunity**

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

7. Plant, Materials and Workmanship**7.1 Manner of
Execution**

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- (b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

7.3 Inspection

The Employer's Personnel shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 Testing

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified

tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Engineer requires this Plant, Materials or workmanship to

be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under subparagraph (c).

If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is incorporated in the Works;
- (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- (a) natural Materials obtained from outside the Site, and
- (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. Commencement, Delays and Suspension

8.1 Commencement of Works

Except as otherwise specified in the Particular Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- (a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works
- (d) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- (a) achieving the passing of the Tests on Completion, and
- (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the

Contractor's obligations. Each programme shall include:

- (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

If, at any time:

- (a) actual progress is too slow to complete within the Time for Completion, and/or
- (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the

Time for Completion.

Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.

Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and
- (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under Clause 13 [Variations and Adjustments].

9. Tests on Completion

9.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d)

of Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

- (a) order further repetition of Tests on Completion under Sub-Clause 9.3;
- (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in subparagraph (c) of Sub-Clause 11.4 [Failure to Remedy]

Defects]; or

- (c) issue a Taking-Over Certificate, if the Employer so requests.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].

10. Employer's Taking Over

10.1 Taking Over of the Works and Sections

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Engineer shall, within 28 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are

substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
- (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or

determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. Defects Liability

11.1 Completion of Outstanding Work and Remedying Defects

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or

before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

**11.2 Cost of
Remedying
Defects**

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- (a) any design for which the Contractor is responsible,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) failure by the Contractor to comply with any other obligation.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.

**11.3 Extension of
Defects
Notification
Period**

The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

**11.4 Failure to
Remedy Defects**

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor

shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;

- (b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
- (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall

be included in the Contract Price.

11.9 Performance Certificate

Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

12. Measurement and Evaluation

12.1 Works to be Measured

The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's

Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.

Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

However, a new rate or price shall be appropriate for an item of work if:

(a)

- (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule,
- (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount,
- (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and
- (iv) this item is not specified in the Contract as a “fixed rate item”;

or

(b)

- (i) the work is instructed under Clause 13 [Variations and Adjustments],
- (ii) no rate or price is specified in the Contract for this item, and
- (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted

Contract Amount;

- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. Variations and Adjustments

13.1 Right to Vary

Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

Each Variation may include:

- (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- (b) changes to the quality and other characteristics of any item of work,
- (c) changes to the levels, positions and/or dimensions of any part of the Works,
- (d) omission of any work unless it is to be carried out by others,
- (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- (f) changes to the sequence or timing of the execution of the Works.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the

Engineer instructs or approves a Variation.

13.2 Value Engineering

The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- (a) the Contractor shall design this part,
- (b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
- (c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - (i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) a description of the proposed work to be performed and a programme for its execution,
- (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and

- (c) the Contractor's proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

13.4 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 Provisional Sums

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in

substantiation.

13.6 Day work

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) the names, occupations and time of Contractor's Personnel,
- (b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the **Base Date**, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the

Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

$$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o + \dots \text{ where:}$$

“ P_n ” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “ n ”, this period being a month unless otherwise stated in the Contract Data ;

“ a ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ b ”, “ c ”, “ d ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as

labour, equipment and materials;

“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favourable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14. Contract Price and Payment

14.1 The Contract Price

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required

to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment The Employer shall make an advance payment, as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its

amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer], except for Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], payable by the Contractor to the Employer.

14.3 Application for Interim Payment Certificates

The Contractor shall submit a Statement in two copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;
- (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

- (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];;
- (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
- (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

If the Contract does not include a schedule of payments, the

Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

The Engineer shall determine and certify each addition if the following conditions are satisfied:

- (a) the Contractor has:
 - (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

- (b) the relevant Plant and Materials:
 - (i) are those listed in the Schedules for payment when shipped,
 - (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and
 - (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;

or

- (c) the relevant Plant and Materials:
 - (i) are those listed in the Schedules for payment when delivered to the Site, and
 - (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract Data. In this event, the Engineer shall give notice to the Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

- (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been

so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.

14.7 Payment

The Employer shall pay to the Contractor:

- (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents; or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and
- (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].

Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

14.8 Delayed Payment

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the

interbank offered rate, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money

against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

14.10 Statement at Completion

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer two copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, two copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as

agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall state:

- (a) the amount which he fairly determines is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Employer’s Liability

The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the Final Statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at

completion described in Sub-Clause 14.10 [Statement at Completion].

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- (a) if the Accepted Contract Amount was expressed in Local Currency only:
 - (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - (ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - (iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;
- (b) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- (c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

15. Termination by Employer

15.1 Notice to Correct If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may,

upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to

the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

15.5 Employer's Entitlement to Termination for Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor].

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Corrupt or Fraudulent Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to

¹ "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

avoid an obligation;²

- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].

16. Suspension and Termination by Contractor

16.1 Contractor’s Entitlement to Suspend Work

If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer’s Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days’ notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

- (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements],
- (b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- (c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]),
- (d) the Employer substantially fails to perform his

obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,

- (e) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment],
- (f) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- (g) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- (h) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

16.3 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have

been instructed by the Engineer for the protection of life or property or for the safety of the Works,

- (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

- (a) return the Performance Security to the Contractor,
- (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. Risk and Responsibility

17.1 Indemnities

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to

any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Employer's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of

such munitions, explosives, radiation or radio-activity,

- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
- (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Employer's Risks

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

- (a) an unavoidable result of the Contractor's compliance with the Contract, or
- (b) a result of any Works being used by the Employer:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

**17.7 Use of
Employer's
Accommodation/Facilities**

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. Insurance

**18.1 General
Requirements for
Insurances**

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used

for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) Copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under

this insurance shall be paid by the insuring Party.

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],
- (d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks],

excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and

- (e) may however exclude loss of, damage to, and reinstatement of:
 - (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
 - (iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the

number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties,
- (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. Force Majeure

19.1 Definition of Force Majeure

In this Clause, “Force Majeure” means an exceptional event or circumstance:

- (a) which is beyond a Party’s control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimise Delay

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a

result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) The Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. Claims, Disputes and Arbitration (Replaced in S.No. 65 to 80 of Section IX - PCC - Part-B)

20.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and

not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the **Dispute Board in accordance with Sub-Clause 20.4** [Refer Section IX-PCC sl.no].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the

Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

(Replaced in Section IX PCC s no. 52, 53 & 54)

**20.3 Failure to Agree
on the
Composition of
the Dispute
Board**

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board],
- (b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability,

resignation or termination of appointment,

then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence

arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

20.5 Amicable Settlement

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

20.6 Arbitration

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the contract is with foreign contractors,
 - (i) for contracts financed by all participating Banks except under sub-paragraph (a) (2) below: international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules
- (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law

and Language].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

**20.7 Failure to
Comply with
Dispute Board's
Decision**

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

**20.8 Expiry of Dispute
Board's
Appointment**

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and
- (b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].

DELETED**APPENDIX****A General Conditions of Dispute Board Agreement****1. Definitions**

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**4. General
Obligations of the
Member**

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the

Contract forms part) by studying all documents received which shall be maintained in a current working file;

- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as

payment in full for:

- (i) being available on 28 days' notice for all site visits and hearings;
- (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
- (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
- (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

- (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be

adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,

- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.



MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)

PUNE METRO RAIL PROJECT

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

**PART III: CONDITIONS OF CONTRACT
AND CONTRACT FORMS
SECTION IX: PARTICULAR CONDITIONS
(PC)**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

Section IX. Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part-A - Contract Data

SN	Conditions	Sub-Clause	Data
1	Employer's name and address	1.1.2.2 & 1.3	Maharashtra Metro Rail Corporation Limited, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 Maharashtra INDIA
2	Engineer's name and address	1.1.2.4 & 1.3	Employer will nominate
3	Bank's name	1.1.2.11	Equity funds of the Employer
4	Borrower's name	1.1.2.12	The "Borrower" is the Government of India and Government of Maharashtra.
5	Time for Completion	1.1.3.3& 8.2	36 (Twenty-Four) Months from the date of issue of LOA.
6	Defects Notification Period (Defect Liability Period)	1.1.3.7	24 months from the date of Installation & Commissioning of each Stage/Lot of Supply (DLP of each stage/lot of supply, installations and commissioning shall be reckoned from the commissioning of last unit of particular Stage/lot of supply) During the Defects Liability Period the Contractor shall rectify/ replace the defective works without claiming any cost for the defective works fulfill his obligations during the Defects Liability Period as laid down in GC and Works Requirements.
7	Sections	1.1.5.6	Pune Metro Rail Project
8	Country	1.1.6.2	India
9	Site	1.1.6.7	Pune, Maharashtra
10	Communications/ Electronic Transmissions	1.3	Electronic transmission shall be in the form of scanned copy of bid documents/ enclosures uploaded appropriately on e-tender portals.
11	Governing Law	1.4	Acts and Laws of India
12	Ruling language	1.4	English
13	Language for communications	1.4	English
14	Contract Agreement	1.6	Signing of the Contract by the Employer is subject to provision of a compliant Performance Security by the Contractor
15	Care and Supply of	1.8	Documents to be supplied by the Contractor

SN	Conditions	Sub-Clause	Data
	Documents		or the Employer under the Contract shall also be provided in digital form.
16	Joint and Several Liabilities	1.14	JV/ Consortium permitted.
17	Inspections and Audit by the Bank	1.15	This clause shall be amended as follows: The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, the persons appointed by the Employer to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Employer.
18	Time for access to the Site	2.1	All working days with prior permission
19	Engineer's Duties and Authority	3.1	The Engineer shall obtain the specific approval of the Employer before taking the following actions: <i>[The Employer may decide to limit the authority of the Engineer by selecting one or several of the options below:]</i> <ul style="list-style-type: none"> – issuing a Variation for substantial technical modifications, increase of the Accepted Contract Amount or extension of time; – proceeding to Determination under clause 3.5 of the GCC; – issuing Interim Payment Certificate under clause 14.6 of the GCC; and – Issuance of a Taking over Certificate under clauses 10.1 and 10.2 of the GCC.
20	Delegation by the Engineer	3.2	Delegation by the Engineer is subject to the provisions of the contract between the Employer and the Engineer.
21	Contractor's General Obligations	4.1	The Contractor shall provide the following documents as part of the Contract: <ul style="list-style-type: none"> – Training of Metro staff for Operation & Maintenance; – List of frequently required spares and consumables (if any); and – Operation and Maintenance manuals;
22	Performance Security	4.2	The performance security will be in the form

SN	Conditions	Sub-Clause	Data
			<p>of a Bank guarantee issued from a Scheduled Commercial Bank of Indian or Foreign origin having business office in India and in following stages</p> <p>i. For an amount(s) of 10% (ten percent) the Accepted Contract Amount and in the same currency (ies) of Schedule-A valid till end of DLP + 3 months.</p> <p>ii. For an amount equal to 10% of the accepted AMC amount quoted in Schedule-B (Table I + Table II) valid for 10 years + 6 Months from the end of DLP. As the commissioning & DLP of supplied equipment shall take place in different stages/lots, hence this performance bank guarantee shall be in a part of respective AMC amount of stages/lots and valid according to end of DLP of each stages/lots.</p> <p>In the event of variations in quantities of supply during the execution of the contract, which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GC.</p>
23	Contractor's Representative	4.3	Prior consent and approval of the Employer is required for replacing the Contractor's representative.
24	Subcontractors	4.4	Prior consent and approval of the Employer is required for other proposed Subcontractors.
25	Progress reports	4.21	Refer to Works Requirements – General Specifications
26	Normal working hours	6.5	The Contractor, if required, shall carry out work during night hours or in shifts. The Contractor shall not be entitled to any increase in the Accepted Contract Amount on account of night/shift working.
27	Testing	7.4	The Engineer shall give the Contractor not less than one (1) working day notice of the Engineer's intention to attend the tests.
28	Commencement of Works	8.1	The Commencement Date shall be as per the Supply Schedule given in LOA
29	Time of Completion	8.2	36 (Thirty-Six) Months from the date of issue

SN	Conditions	Sub-Clause	Data
			of LOA.
30	Extension of time	8.4	Granting any extension of time is subject to the Engineer's determination in accordance with sub-clause 3.5 – Determinations.
31	Delay damages for the Works	8.7 & 14.15(b)	Delay damages is applicable in case of a failure to adhere to supply schedule by contractor provided in the Annexure IX-A. The rate of delay damage will be 0.1% of the cost of the item for each calendar day of delay
32	Maximum amount of delay damages	8.7	10 % of the final Contract Price.
33	Measurement and Evaluation	12	Shall be done and certified by Engineers.
34	Right to Vary	13.1	Engineer/Employer has Right to Vary the work under the scope of this tender up to 25% payable at the awarded rate and existing Terms & Conditions. Contractor has to supply/execute this varied quantity at the same rate and no revision of rate shall be admissible for supply/execution of this varied quantity of supply/work. Any additional enabling works/services pertaining to supply, installation, testing and commissioning shall not be treated as additional work and such enabling works are not payable and does not covered under Variation of scope of work.
35	Variation Procedure	13.3	Prior consent of the Employer is required on any proposed variations in quantities of supply/works (additional quantity) and a time-frame shall be agreed between Contractor and Engineer, suitable time extension shall be provided to Contractor. In case of negative variations (quantity of supply/works is reduced up to any extent) due to any reason whatsoever, no damage/compensation shall be paid to contractors for reduction in quantity of supply/works. The payment shall be made for quantity of actual supply/works executed by the contractor.
36	Payment in Applicable Currencies	13.4	Only in INR (Indian National Rupees).
37	Provisional Sums	13.5	<i>Not applicable</i>

SN	Conditions	Sub-Clause	Data
38	Adjustments for Changes in Legislation	13.7	The price quoted by bidders deemed to be inclusive of GST payable as per existing legislations of Govt. of India & Govt. of Maharashtra on base date i.e. 28 days prior to the submission of bid. However, in case of change in legislations, the taxes shall be recalculated and reviewed by the employer and any differences shall be paid or recovered as the case may be. The contractors shall produce the meticulous records of billing for this purpose.
39	Adjustments for Changes in Cost	13.8	NO price variation is admissible irrespective of the changes in market condition whatsoever
40	Contract Price	14.1 (a) 14.1(d)	No change in contract price during the entire contract period. If requested by the Engineer, the breakdown of all unit prices shall also be submitted by the Contractor within 28 days from the Commencement Date.
41	Advance payment	14.2	<p>An interest free Advance payment of 10% (Ten Percentage) of the Accepted Contract Amount payable in two installments - 5% (Five percent) in first installment and 5% (Five percent) in second installment - in the currencies and proportions in which the Accepted Contract Amount is payable.</p> <p>The first installment shall be paid after the award of Letter of Acceptance, submission of the Performance Security, undertaking and Guarantees, Advance Payment Bank Guarantee @110% of required advance amount issued from scheduled commercial bank of Indian or foreign origin and signing of the Contract Agreement.</p> <p>The second installment shall be paid after satisfactory utilization of the first installment. The Contractor shall be required to submit the ‘Utilization Certificate’ for all Advances received by them from the Employer under the Contract.</p> <p>This Utilization Certificate shall be duly verified by Engineer.</p>

SN	Conditions	Sub-Clause	Data
42	Repayment amortization rate of advance payment	14.2(b)	<p>The repayment amortization rate (%) shall be as under:</p> <p>The recovery of the above Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in addition to the Mobilization advance) and shall be recovered by deduction of 25% of the amount of each Interim Payment, until the total of the mobilization advance is recovered.</p>
43	Percentage of Retention	14.3 (c)	0% (Zero percentage)
44	Limit of Retention Money	14.3 (c)	The aggregate amount of the Performance Security and the Retention Money shall not exceed 10% (ten percent) of the Accepted Contract Amount
45	Plant and Materials	14.5(b)(i)	As directed by Engineers
		14.5(c)(i)	As directed by Engineers
46	Minimum Amount of Interim Payment Certificates	14.6	No restriction
47	Payment	14.7	<p>The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate.</p> <p>Payment to the Contractor of the amounts due in each currency shall be made into the following bank accounts: <i>[insert bank account details at the time of contract signing]</i></p> <p>All payments to the Contractor for all currencies shall be made by online mode, e-cheque, but no payment will be issued for an amount of less than Rs. 1000/-. This shall not apply to the final payment.</p>
48	Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	As provided for in Clause 44 of PC Part B
49	Currencies of Payment	14.15	The Contract Price shall be paid in INR (Indian National Rupees) only

SN	Conditions	Sub-Clause	Data
50	Corrupt or Fraudulent Practices	15.6	This clause is deleted and replaced with Appendix 1 to Particular Conditions of Contract.
51	Limitation of Liabilities	17.6	Not more than awarded cost of the work
52	Insurance cover for Contractor's All Risk and other requirements as specified in the GC	18	100% of the Total Contract Price
53	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	14 days from Commencement Date 28 days from Commencement Date
54	Minimum amount of third party insurance	18.3	INR 0.50 Million for any one incident, with no. of incidents unlimited
55	Termination, Payment and Release	19.6	Determination by the Engineer shall be done in accordance with sub-clause 3.5 Determination.
56	Date by which the Dispute Board shall be appointed	20.2	Not applicable in this contract
57	The Dispute Board shall be comprised of	20.2	Constitution of dispute board is not applicable in this contract. The disputes may be resolved as per ADR methods i.e., mutual settlement/ negotiations etc. and as per Indian Arbitration and Conciliation act, 1996
58	List of potential DB sole members	20.2	Not applicable
59	Appointment (if not agreed) to be made by	20.3	After failure of negotiation/ conciliations of mutual settlements the issues may be referred for arbitration.
60	Rules of arbitration	20.6(a)	The arbitration rules are "International Chamber of Commerce (ICC) " for foreign contractors and place of arbitration is Delhi. For domestic contractors (Companies registered in India), rules of Arbitration are in accordance with the Arbitration and Conciliation (Amendment) Act 2015 and its amendments.
		20.6(b)	Place of Arbitration: Pune
61	Failure to Comply with Dispute Board's Decision	20.7	This clause is extended to any binding decision from the Dispute Board

SN	Conditions	Sub-Clause	Data
62	Contractor's Claims	20.1	The dispute board is not applicable in this contract. Primarily, the disputes may be resolved as per ADR methods i.e., mutual settlement/ negotiations/ conciliations etc.

Part B - Specific Provisions

1	Sub-Clause 1.5 Priority of Documents	<p>Replace the GC Sub-Clause 1.5 with the provisions as under:</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> (a) the Contract Agreement (if any), (b) the Letter of Acceptance, (c) the Particular Conditions – Part A, (d) the Particular Conditions – Part B (e) the General Conditions; and (f) the Specification, (g) the Drawings, (h) the Schedules and any other reference documents forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.</p>
2	Sub-Clause 1.9 Delayed Drawings or Instructions	<p>Replace the GC Sub-Clause 1.9 with the provisions as under:</p> <p>The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>However, if and to the extent that the Engineer's failure was caused</p>

		by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.
3	Sub-Clause 2.1 Rights of Access to the Site	<p>Replace the GC Sub-Clause 2.1 with the provisions as under:</p> <p>The Engineer shall grant the Contractor right of access to, and/or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.</p> <p>The Access Dates shown in the Works Requirements are for planning purposes only.</p> <p>The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date, and shall complete all installation and testing in each area by the relevant Key Date.</p> <p>Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.</p> <p>The Engineer shall grant the Contractor right of access to or possession of Sites progressively after award of the work.</p>
4	Sub-Clause 4.1 (d)	<p>The following is added to the existing clause:</p> <p>The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with</p>

		<p>cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.</p> <p>In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other pertinent details.</p> <p>Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one microfiche copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Works Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Clause 10 until such documents have been submitted to the Engineer.</p> <p>Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Works Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Clause 10 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall be updated by him during the Defects Liability Period and the Contractor shall re-submit the updated manuals at the end of the DLP for review and acceptance by the Engineer.</p>
5	GC Sub-Clause 4.2 Performance Security	<p>Replace the GC Sub-Clause 4.2 with the provisions as under:</p> <p>The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the Contract Data and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a scheduled commercial bank of Indian/Foreign origin having office in India, acceptable to the Employer, and shall</p>

		<p>be in the form annexed to Contract Forms In Section X, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.</p> <p>The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects during DLP/AMC. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.</p> <p>The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.</p> <p>The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> <p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.</p>
6	Sub-clause 4.2A (new sub-clause)	<p>Guarantees, Warranties and Undertakings</p> <p>Within 30 days of the date of Letter of Acceptance of the Bid, the Contractor shall submit to the Employer:</p> <p>(a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Bid and against which the Employer shall have raised no-objection.</p> <p>(b) A written Guarantee in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Bid and</p>

		<p>against which the Employer shall have raised no objection.</p> <p>(c) A warrantee in the approved format from the Contractor.</p> <p>In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee.</p> <p>Notwithstanding any other provision of the Contract:</p> <p>(a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and</p> <p>(b) failure by the Contractor to provide a Performance security or parent company Undertakings or parent company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been to proceed with the Works, and the Contractor shall not be compensation whatsoever as a consequence of such suspension or termination</p> <p>The forms of Contractor warranty shall be in the format given in the Section X: Contract Forms.</p>
7	Sub-Clause 4.4 Subcontractors	<p>The Contractor shall not be required to provide to the Engineer the details of the pricing of their Sub-contracts.</p> <p>Sub-contracting, work shall be generally limited to 50% of the awarded cost of the work. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.</p> <p>For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "Notice of No-Objection" from the Engineer, to the identity of the Sub-contractor and Vendor. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>The terms and conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the price(s) quoted by the Bidder. However, the Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements.</p> <p>In addition to the provisions of Clause 4.4 of the General Conditions of Contract, the Contractor shall submit an undertaking for manufacture & supply of spares for the equipment supplied in the</p>

	<p>Contract for at least 10 years from the date of completion of the Contract.</p> <p>It shall be obligatory for the Contractor to obtain Notice of No Objection from the Engineer for the selection of the Sub-contractor and vendors for all items of work, even if the name of the Sub-contractor and vendor is named in the Contractor's Proposal and the works to be done including purchase of materials and equipment are in accordance with the Standards specified in the Contract. List of such major items for sub-contracting shall be drawn up by the Contractor in consultation with the Engineer. The terms and conditions of the sub-contract / vending agreement are the sole prerogatives of the Contractor and are deemed to be included in the Contract Price.</p> <p>The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a Subcontractor complies with the requirements of the Contract.</p> <p>The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.</p> <p>Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion it is consider necessary, the Engineer shall have full authority to order the removal of any sub-contractor from the Site or off-Site, place of construction/fabrication or storage.</p> <p>The Contractor shall ensure that their sub-contractors, material / equipment suppliers and other agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before Employer. For this, necessary provision is to be made in the agreement between Contractor and their Sub contractors / other agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by Contractor in respect of each such agency:</p> <p><i>Name of work</i></p> <p><i>In connection with above work, M/s , Contractor has/is engaging M/s, as sub-contractor (material / equipment supplier or service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between Contractor and subcontractor. It is confirmed by the subcontractor that any claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not</i></p>
--	--

		<i>be raised before Employer and also shall not make any claim against Employer before any forum/court.</i>
8	Sub-Clause 4.6 Co-operation	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification</p>
9	Sub-Clause 4.7 Setting Out	<p>Replace the GC Sub-Clause 4.7 with the provisions as under:</p> <p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>The Engineer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.</p> <p>If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described above.</p>
10	Sub-clause 4.8 Safety and Sub-clause 6.7, Health and Safety	<p>Within 1 weeks of the date of Notice to Proceed, the Contractor shall submit a detailed and comprehensive contract-specific Site Safety Plan based on the Employer's Safety, Health and Environment Manual (SHE Manual). The Contractor is required to make himself</p>

	<p>aware of all the requirements of the Employer's Safety, Health and Environment Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.8 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site.</p> <p>If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.</p> <p>Any omission, inconsistency or error in the Site Safety Plan or the Engineer concurrence or rejection of the Site Safety Plan and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to site safety and industrial health and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.</p> <p>The Contractor shall adhere to the Site Safety Plan and shall ensure, that all sub-contractors of all tiers have a copy of the Site Safety Plan and comply with its provisions.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance to verify that the Site Safety Plan is being properly and fully implemented.</p> <p>The Contractor shall notify the Engineer immediately of any occurrence or incident that results in death or serious injury as defined in the Indian Penal Code. Such initial notification may be verbal and confirmed in writing thereafter and shall be followed by a comprehensive written report within 24 hours of the occurrence/incident. The Contractor shall duly complete standard forms as required by the Engineer and Statutory Authorities.</p> <p>The Contractor shall provide and maintain all necessary temporary fire protection and firefighting facilities on the Site during the construction of the Works in accordance with the statutory regulations and as required by the Engineer. The Contractor shall</p>
--	--

		<p>ensure that all gases, fuels and other dangerous Materials and goods are stored and handled in a safe manner and in accordance with the statutory regulations and as required by the Engineer.</p> <p>The obligations and requirements for safety and industrial health under this Contract are entirely without prejudice to, and do not derogate from, the Contractor's statutory obligations, with respect to safety and industrial health.</p>
11	Sub-Clause 4.10 Site Data	<p>Replace the GC Sub-Clause 4.10 with the provisions as under:</p> <p>The Employer shall have made available to the Contractor with the Bidding documents such relevant data in Employer's possession. The accuracy or reliability of the data/studies/reports and of any other information supplied at the time of bidding by the Employer or Engineer is not warranted with respect to the viability of his execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.</p> <p>The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.</p> <p>The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:</p> <ul style="list-style-type: none"> (a) the climatic conditions; (b) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects; (c) the applicable laws, procedures and labour practices (d) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services. (e) The risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.
12	Sub-Clause 4.12, Unforeseeable Physical Conditions	<p>Replace the GC Sub-Clause 4.12 with the provisions as under:</p> <p>In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing</p>

	<p>the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions, which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described above related to this extent.</p> <p>However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.</p> <p>The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be</p>
--	--

		bound by the Contractor's interpretation of any such evidence.
13	Sub-clause 4.15 – Access Route	<p>All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person. The Contractor shall select routes, choose and use such vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is so limited that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.</p> <p>If during the execution of the Works the Contractor shall receive any claim arising out of the execution of the Works in respect of damage to highways or bridges, he shall immediately report the facts to the Engineer. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.</p>
14	Sub-clause 4.18 – Protection of the Environment	<p>Add the following at the end of this sub-clause:</p> <p>Outline Environmental Plan shall be in accordance with the provisions of Employer's Safety, Health & Environment (SHE) Manual and shall include in summary form, the Contractor's proposed means of complying with his obligations in relation to:</p> <ul style="list-style-type: none"> • the Site Environment ; and • System Environment as described in Works Requirements. <p>Within 60 days of the date of the Notice to Proceed, the Contractor shall submit a detailed and comprehensive Environmental Plan based on the Outline Environmental Plan. The Environmental Plan shall include detailed policies, procedures and applicable regulations.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests at site to verify that the Environmental Plan is being properly and fully implemented.</p>
15	Sub-clause 4.19 Electricity, Water and Gas	<p>The following is added to the existing clause:</p> <p>The Contractor shall make his own arrangement of electricity, Water and gas or any other source of energy required at his own cost and arrangement/sources. MAHA-Metro (PMRP) shall not make</p>

		available such facilities for the contractor.
16	Sub-clause 4.20, Employer's Equipment	The Employer will not provide any tools, plant, equipment and machinery or materials under the Contract.
17	Sub-clause 4.22 – Security of Site and Safety of Works	<p>In addition to the existing clause the following is added.</p> <p>The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:</p> <ol style="list-style-type: none"> take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation; have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons. provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work. <p>Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above; the Employer may provide the necessary arrangements and recover the costs from the Contractor.</p> <p>The Contractor shall submit a detailed and comprehensive contract-specific Site Safety Plan and System Safety Assurance Plan in accordance with the provisions in Employer's Safety, Health &</p>

		<p>Environment (SHE) Manual and Employer's Requirements.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety and System Safety Assurance Plans such that they are at all times detailed, comprehensive and contemporaneous statements by the Contractor of his site safety measures, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere.</p> <p>If at any time the Site Safety Plan and/or System Safety Assurance Plan is, in the Engineer's opinion, insufficient or requires revision or modification, the Engineer may instruct the Contractor to revise the appropriate Plan. The Contractor shall, within fourteen days, submit the revised plan to the Engineer for review.</p> <p>Any omission, inconsistency or error in the Safety Plans or the Engineer's consent or rejection of the Safety Plans and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to safety measures and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance to verify that the Safety Plans are being properly and fully implemented.</p>
18	Sub-Clause 4.24, Fossils	<p>Replace the GC Sub-Clause 4.24 with the provisions as under:</p> <p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
19	Sub-Clause 5.3	Any payments due to subcontractor is the responsibility of the

	Payment to nominated Subcontractors	contractor and MAHA-Metro (PMRP) neither liable to pay any subcontractor directly nor shall resolve any dispute arising between contractor and subcontractor.
20	Sub-clause 7.8 & 17.5, Intellectual Property Rights and Royalties	<p>In addition to the existing clause refer the following for clarification:</p> <p>The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.</p> <p>The Contractor shall be promptly notified of any claim under this Sub-Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission, which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.</p> <p>Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated</p>

	<p>and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).</p> <p>If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-licence) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.</p> <p>If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.</p> <p>The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.</p> <p>If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.</p> <p>The Employer reserves the right to use other Software on or in connection with the Works.</p> <p>In addition to 7.8</p> <p>a. The contractor has to pay all royalties to the State (GoM)/ Central (GoI) government towards the consumption of natural materials used in the proposed work. The proof of the same shall be</p>
--	--

		submitted to the Employer along with the interim bills.
21	Sub-Clause 6.2 Rates of Wages and Conditions of Labour	<p>Replace the GC Sub-Clause 6.2 with the provisions as under:</p> <p>Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.</p> <p>The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.</p> <p>The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.</p> <p>Labour provided by the Contractor, either directly or through sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor.</p> <p>In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.</p>
22	Sub-Clause 6.4 Labor Laws	<p>(a) In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.</p> <p>(b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with MAHA-Metro (PMRP)'s Labour Welfare Fund Rules as specified in PC or elsewhere in the Contract and comply with the same.</p>

		<p>(c) The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.</p> <p>(d) The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.</p> <p>(e) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor or his subcontractors on the Site.</p>
23	Sub-Clause 6.5 Working Hours	<p>Replace the GC Sub-Clause 6.5 with the provisions as under:</p> <p>The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work. The Contractor shall provide adequate lighting and safety arrangements.</p>
24	Clause 7, Workmanship and Quality Control	<p>Within 15 days of the issue of the Notice to Proceed, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's Requirements. The quality manual should address the quality system as required by ISO 9001 or equivalent standard. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work.</p> <p>Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan.</p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be</p>

		made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
25	Sub-Clause 7.1, Manner of Execution	<p>Add following at the end of GC Sub-Clause 7.1:</p> <p>The Contractor shall execute the work as per design, drawings and specifications provided for the Works in accordance with the site plans and Work's Requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.</p> <p>The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all execution Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.</p>
26	Sub-Clause 7.4 Testing	<p>Replace the GC Sub-Clause 7.4 with the provisions as under:</p> <p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.</p> <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the</p>

		<p>Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p>
27	Sub-Clause 7.6 Remedial Works	<p>Add the following at the end of this sub-clause:</p> <p>The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.</p>
28	Sub-Clause 7.7 Ownership of Plant and Materials	<p>Replace the GC Sub-Clause 7.7 with provisions as under:</p> <p>The plant, goods and material not finally taken over as per GC Clause 10 but payment against which have been made in part or full against Indemnity Bond / Safety Custody Bank Guarantee will remain under the Contractor's custody. The Contractor shall be responsible for its safety and will bear all the risks till taken over by the Employer.</p>
29	Sub-Clause 8.1, Commencement of Works	<p>Replace the GC Sub-Clause 8.1 with the provisions as under:</p> <p>Except as otherwise provided in the Particular Conditions of Contract, the Commencement Date shall be the date indicated in the Letter of Acceptance issued.</p> <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>
30	Sub-clause 8.3, Programme	<p>The Contractor shall prepare and submit his detailed Programme of Work so as to achieve key dates of various activities. The Contractor shall complete the work in a phased manner fixing priorities to the different stages of the work as per the requirement of project from time to time.</p> <p>Consent by the Engineer to a Works Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, nor in the event that a Works Programme indicates that a Key Date has not or will not be met, constitute any form of acknowledgement that the Contractor is or may be entitled to an extension of time in</p>

	<p>relation to such Key Date or a Mile Stone.</p> <p>Manufacture, Installation and Construction Methods</p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner, which minimises disruption to road and pedestrian traffic.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <ol style="list-style-type: none"> a. fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design; b. would be detrimental to the Works and/or to the other works comprising the Project; c. do not comply with the other requirements of the Contract; <p>or</p> <p>(c) As to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
--	---

31	Sub-Clause 8.4, Extension of Time for Completion	<p>Replace the GC Sub-Clause 8.4 with the provisions as under:</p> <p>The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <ul style="list-style-type: none"> (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the Contract, (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, or (c) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors. <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
32	Sub-clause 8.7, Delay Damages	The 'total contract value' used in the GCC sub clause 8.5 for the purpose of levy of liquidated damages on failure to achieve key dates shall mean the 'Awarded cost of the work'.
33	Sub-clause 8.7.a Key dates	Access dates have been provided in Annexure IX-A: Supply Schedule
34	Sub-Clause 8.9 Consequences of Suspension	<p>Replace the GC Sub-Clause 8.9 with the provisions as under:</p> <p>The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is</p> <ul style="list-style-type: none"> a. provided for in the Contract, or b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or c. necessary for the safety of Works or any part thereof or d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, or

		<p>f. on account of work carried out by the Contractor not in accordance with the directions of the Engineer; or</p> <p>g. on account of any other reason which is not attributable to the Employer</p>
35	Sub-Clause 9.4, Failure to Pass Tests on Completion	<p>Replace the GC Sub-Clause 9.4 with the provisions as under:</p> <p>If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:</p> <p>(a) order further repetition of Tests on Completion under Sub-Clause 9.3; or</p> <p>(b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects].</p>
36	Sub-Clause 9.5 (additional sub-clause) – Integrated Testing and Commissioning	<p>Integrated Testing</p> <p>Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.</p> <p>Compilation of Test Results</p> <p>The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.</p> <p>Re-testing</p> <p>If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p> <p>Failure to pass Test</p> <p>If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a</p>

		<p>part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.</p> <p>Statutory Requirements</p> <p>The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.</p> <p>The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.</p>
37	10.2 Taking over Part of the Works	<p>The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.</p> <p>The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:</p> <ul style="list-style-type: none"> (a) the part which is used shall be deemed to have been taken over as from the date on which it is used, (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part. <p>After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the</p>

		<p>date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.</p>
38	Sub-Clause 10.3 Interference with Tests on Completion	<p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters</p>
39	Clause 11 Defect Liability/AMC	<p>During the Defects Liability Period/ Annual Maintenance Contract period the Contractor shall provide, free of cost, rectification/ reconstruction of faulty work. Competent and skilled personnel and maintain adequate stock of spares/ machine so as to promptly fulfil his obligations during the Defects Liability Period/AMC Period as laid down in GC and Works Requirements. A penalty of Rs.10000/- per day in DLP/AMC period will be imposed if Defect/ complaint/ faculty EMP is not attended within 24 hrs from the time and date of notice.</p> <p>Maintenance during Defects Liability Period/AMC</p> <p>Contractor shall establish an office for the purpose with communication facility so as to facilitate communication for</p>

		<p>reporting failures and liaison with maintenance staff manning the Station/Group of Stations round the clock. The supervisor in-charge should be provided with mobile communication facility to ensure his presence at the site immediately after reporting. Contractor shall ensure restoration/rectification/replacement, within reasonable time, to the satisfaction of Engineer. The Engineer in case of the delay as deems fit shall be empowered to carry out the maintenance at the risk and cost of the Contractor.</p> <p>Routine Maintenance</p> <p>Submit Monthly status report to the Engineer –in – Charge.</p> <p>Repairs</p> <p>All equipment that requires repairing shall be immediately serviced and repaired.</p> <p>Complaints</p> <p>The Contractor shall receive calls for any and all problems experienced in the operation of the Depot, attend to these without delay.</p> <p>Maintenance Log Book</p> <p>The Contractor shall maintain a Maintenance Log Book of each section of Depot, the format for which shall be approved by Engineer – in – charge. In the Maintenance Log book the details about date of Routine Maintenance, Routine Maintenance activities performed, Details of Call – out visit / complaints and its action taken report shall be maintained</p> <p>Consumables and spares</p> <p>CAMC works include repair and replacement of defective hardware and software equipment, systems and sub-systems including its spares and consumables (like batteries etc.). any future software or firmware up gradation without any additional cost.</p> <p>The Contractor has to maintain minimum 10% of the spare parts and consumables equipment supplied to Maha-Metro as on-site spares in Nagpur for immediate replacement during failures at the Contractors cost to reduce the downtime. The defective parts should be replaced immediately in the interest of the Contractor to avoid penalty for down-time in case the system fails. If the repair is expected to take long time the Contractor must provide temporary spare from his stock till they are able to return the original after repairs.</p>
40	<p>Sub-Clause 11.4</p> <p>Failure to</p> <p>Remedy Defects</p>	<p>Replace the GC Sub-Clause 11.4 with the provisions as under:</p> <p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the</p>

		<p>Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 11.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) Carry out the work himself for by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) Require the Engineer to determine and certifying reasonable reduction in the Contract Price; or</p> <p>(c) If the defector damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then been titled to recover all sums paid for such parts of the Works together with the cost of dismantling of the same, clearing the Site and returning Plant and Materials to the Contractor, and Sub-Clause13shall not apply.</p>
41	Sub-clause 13.3.3 (New sub-clause)	<p><u>Variation in the Bill of Quantities</u></p> <p>i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.</p> <p>ii) Such variations shall be paid as follows:</p> <p>a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items mentioned there in and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities.</p> <p>b) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be</p>

		negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.
42	Sub-clause 13.7 – Adjustments for Changes in Legislation	<p>The following is added to the existing clause:</p> <p>The Contract Price shall be adjusted to take into account any new taxes or any statutory variation in Custom Duty, GST etc. on finished product/item during the contractual completion period to the Employer's account for which the Contractor shall furnish documentary evidence in support of their claims.</p> <p>Similarly any negative changes in the above mentioned taxes in comparison to taxes applicable on base date shall be recovered suitably from the Contractor's account.</p> <p>However, any increase in the cost due to new taxes or change in the existing taxes & GST / Customs Duty Act etc. introduced during the extended contractual completion period due to the Contractor's fault shall be debited to the Contractor's account.</p>
43	Sub-clause 14.2.1	<p>Interest in case of delay in repayment of Advances</p> <p>Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be the State Bank of India Base Rate plus 3% per annum or 12% per annum, whichever is higher up to the date of actual recovery affected by the MAHA-Metro (PMRP).</p> <p>If the contract is terminated due to default of the Contractor, the 'Mobilisation Advance' would be deemed as interest bearing advance at an interest rate equal to the State Bank of India Base Rate, prevailing on the date of issue of Notice of Invitation of Bids plus 3% per annum or 12% per annum, whichever is higher, to be compounded quarterly.</p> <p>The interest will be calculated from the first day of the month in which an advance is paid to the Contractor and it will be calculated up to the last day of the month in which the recovery is made. Interest for the month would be calculated on the month principal outstanding on the first day on the month.</p>
44	Sub-Clause 14.8 – Delayed Payment	<p>Replace the GC Sub-Clause 14.8 with the provisions as under:</p> <p>If the Contractor does not receive payment/certificate for acceptance of payment in accordance with GC and PC Clause 14.7 above, the Contractor shall be entitled to receive interest on the amount unpaid during the period of delay. This period of delay shall be deemed to</p>

		<p>commence from the first working day after 56 calendar days from the date of issue of the Interim Payment Certificate.</p> <p>The interest shall be calculated at an interest rate equal to State Bank of India prime lending rate.</p> <p>The Contractor shall submit their claim for the interest for the above period of delay along with detailed reasons for the said delays to the Engineer within 14 days of the expiry of the 56 days period. The claimed interest shall be payable to the Contractor only if it is determined by the Engineer that the delays are solely attributable to the Employer.</p>
45	Sub-Clause 15.2	<p>Add the following at the end of this sub-clause:</p> <p>On termination of contract due to Contractor's default the performance security shall be forfeited by encasing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the Contractor.</p>
46	Sub-Clause 16.1, Contractor's Entitlement to Suspend Work	<p>Replace the GC Sub-Clause 16.1 with the provisions as under:</p> <p>If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to</p>

		<p>termination under Sub-Clause 16.2 [Termination by Contractor].</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost plus profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
47	<p>Sub-Clause 16.2,</p> <p>Termination by Contractor</p>	<p>Replace the GC Sub-Clause 16.2 with the provisions as under:</p> <p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> (a) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, (b) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]), (c) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, (d) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment], (e) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of

		<p>his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</p> <p>(g) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (e) or (f), the Contractor may by notice terminate the Contract immediately.</p> <p>In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.</p> <p>The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>
48	Sub-clause 17.1 – Indemnities	<p>Replace the GC Sub-Clause 17.1 with the provisions as under:</p> <p>“The Contractor shall indemnify and hold harmless the Employer (MAHA-Metro (PMRP)), the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <ul style="list-style-type: none"> • sickness, or disease, or death of, or injury to any person; and • loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and • loss, damage or costs arising from the carriage of Plant, Rolling

		<p>Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.</p> <p>The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. as detailed out in the GC.</p> <p>All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p> <p>The decision of the Engineer as to compensation claimed shall be final and binding.”</p>
49	Sub-Clause 17.3, Employer’s Risks	<p>Replace the GC Sub-Clause 17.3 with the provisions as under:</p> <p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer’s Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, (d) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (e) design of any part of the Works by the Employer’s Personnel or by others for whom the Employer is responsible, and (f) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.
50	Sub-Clause 17.4, Consequences of Employer’s Risks	<p>Replace the GC Sub-Clause 17.4 with the provisions as under:</p> <p>If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor’s Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.</p> <p>If the Contractor suffers delay and/or incurs Cost from rectifying</p>

		<p>this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
51	Sub-Clause 18.1 General Requirement for Insurances	<p>Add the following at the end of this sub-clause:</p> <p>The Contractor shall obtain all insurances required in the Contract from Insurance companies operating in India.</p> <p>Insurances to cover risks within India as well as Marine and Transit Insurances shall invariably be effected with an Indian Insurance Company.</p>
52	Sub-Clause 18.2 Insurance for Works and Contractor's Equipment	<p>Add the following at the end of this sub-clause:</p> <p>The Contractor shall take Comprehensive All Risk (CAR) insurance policies duly covering Marine/Transit, Erection cum Storage insurance of cars for value equivalent to the contract value with deductibles not exceeding one (01) percent value. Insurance policy shall be valid till three months after expiry of DLP. The policy shall include insurance for the complete contract value.</p>
53	Sub-Clause 19.1, Definition of Force Majeure	<p>Replace the GC Sub-Clause 19.1 with the provisions as under:</p> <p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(b) which is beyond a Party's control,</p> <p>(c) which such Party could not reasonably have provided against before entering into the Contract,</p> <p>(d) which, having arisen, such Party could not reasonably have avoided or overcome, and</p> <p>(e) which is not substantially attributable to the other Party.</p> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>(ii) rebellion, terrorism, sabotage by persons other than the</p>

		<p>Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</p> <p>(iii) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(iv) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p>
54	Sub-Clause 19.4, Consequences of Force Majeure	<p>Replace the GC Sub-Clause 19.4 with the provisions as under:</p> <p>If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iii) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) and (iii), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
55	Sub-clause 19.6: Optional Termination, Payment and Release	<p>Replace "84 days" and "140 days" mentioned in the sub-clause with "184 days" and "340 days" respectively.</p>
Replacement to Clause 20 of Section VIII - GCC: CLAIMS, DISPUTES & ARBITRATION		
56	Sub-Clause 20.1 Procedure of claim	<p>If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.</p>

		<p>The Contractor shall keep such contemporary records to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.</p> <p>If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.</p>
57	Sub-Clause 20.2 Payment for Claims	The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.
58	Sub-Clause 20.3 No legal action till Dispute Settlement Procedure is exhausted	Any and all Disputes shall be settled in accordance with the provisions of Clause 20. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 20 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.
59	Sub-Clause 20.4 Notice of Dispute	For the purpose of Sub-Clause 20.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a ("Notice of Dispute")) stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.
60	Sub-Clause 20.5 Two stages for Dispute Resolution	<p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this

		<p>procedure fails to resolve the Dispute then;</p> <p>b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause.</p>
61	Sub-Clause 20.6 Conciliation	<p>Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.</p> <p>Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.</p> <p>The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.</p>
62	Sub-Clause 20.7 Conciliation Procedure	<p>The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings/ in accordance with "The Arbitration and Conciliation Act, 1996", of India.</p> <p>There will be no objection if conciliator so nominated is a serving employee of MAHA-Metro (PMRP) who would be Deputy level officer and above.</p> <p>The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.</p> <p>When it appears to the Conciliator that there exist elements of a settle which may be acceptable to the parties, he shall formulate the terms possible settlement and submit them to the parties for their observations, receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p> <p>If the parties reach agreement on a settlement of the dispute, they</p>

		<p>may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.</p> <p>When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.</p>
63	Sub-Clause 20.8 Termination of Conciliation Proceedings	<p>The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.</p> <p>The conciliation proceedings shall be terminated:</p> <ol style="list-style-type: none"> by the signing of the settlement agreement by the parties on the date of agreement; or by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration. <p>Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.</p>
64	Sub-Clause 20.9 Arbitration	<p>If the efforts to resolve all or any of the disputes through conciliation fails, then such dispute or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include MAHA-Metro (PMRP) officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include MAHA-Metro (PMRP) officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the

		<p>panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Pune only. The language of proceedings that of documents and communication shall be English.</p> <p>b. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.</p> <p>The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. The award shall be made claim wise and will be a speaking award.</p>
65	Sub-Clause 20.10: Interest on Arbitration Award	Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
66	Sub-Clause 20.11: Arbitration from Time to Time	The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer
67	Sub-Clause 20.12: Jurisdiction of courts	Where recourse to a Court is to be made in respect of any matter, the jurisdiction of court shall be: High Court of Judicature at Bombay – Pune Bench, Pune.
68	Sub-Clause 20.13: Suspension of Work on Account of Arbitration	The reference to Conciliation / Arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the

		work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.
69	Sub-Clause 20.14: Notice of Contractor	<p>a. All notices to the Contractor, shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.</p> <p>b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred above.</p>
70	Sub-Clause 20.15: Notice to Employer & Engineer	All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.
71	Sub-Clause 20.16: Change of address	Parties to the contract may change the nominated address by Employer with a notice to all concerned.
72	Additional Clause: Work by persons other than the Contractor	<p>Work by persons other than the Contractor</p> <p>If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Engineer in accordance with the Contract within a reasonable time, the Engineer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorize the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorized by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.</p>

73	Additional Clause: Training of Contractor's employees / staff / workers	The Contractor shall provide a training on Operation & Maintenance of Security Equipment after supply of each lot.
74	Additional clause: Confidentiality of Information	<p>Confidentiality of Information</p> <p>The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.</p> <p>The Employer, Engineer and any third party to whom an assignment has been made in accordance with Sub-clause 1.7 of General Conditions of Contract may use any information provided by the Contractor in accordance with the Contract. The Employer shall use reasonable endeavors to ensure that the Engineer and any third party- referred to in aforesaid Sub-Clause 1.7 shall not, divulge such information except for any purpose connected with the Contract.</p>
75	Additional Clause: Maintaining the Site	<p>In general the cleanliness, lighting, safety, security, drinking water, first aid etc. will be the responsibility of the civil contractor as specified in the interface document.</p> <p>The Contractor shall be responsible for maintaining the site. The daily sweeping and cleaning of the area under his possession/work shall be his responsibility.</p> <p>In case of repeated aberrations notices by the Engineer, a minimum penalty of Rs. 5000/- shall be imposed for each instance.</p>
76	Additional Clause: EIA & SIA	The Employer will engage suitable agencies for performing Environmental Impact Assessment and Social Impact Assessment due to the Project. These agencies will suggest appropriate monitoring mechanism as well as mitigation measures for implementation by MAHA-Metro (PMRP). The Contractor will be required to implement these measures as part of its obligation under SHE Manual / other relevant conditions. In case, implementing these measures are beyond the scope of work as detailed in Bidding Documents, the same shall be taken up as a Variation.
77	Additional Clause: Interface Requirements	The Contractor shall be responsible to interface with the other contractors as per the interface table provided in the contract. Employer will supervise/facilitate the coordination between the Contractor and other designated contractors. However, the Contractor will allow for liaison with, and modifications to his

		design to cater for the work of such other contractors. The list of interface items is indicative only and the ultimate responsibility of commissioning lies with the Contractor.
78	Additional Clause: Part Termination	The Contractor shall be responsible for site progress for meeting the deadlines set by the Engineer for meeting the key dates/ROD. In the event of failure of the Contractor in the opinion of the Engineer for performance of any part activity, Employer reserves the right to notify the Contractor and if Contractor does not improve in the next 15 days, Employer may decide to off –load the part of the work and get this work done through other contractors. The additional cost of the work, if any, incurred by the Employer shall be recovered from the Contractor's payment
79	Additional clause: Local Value Added	<p>Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dt.15th June 2017 and P- 45021/2/2017-PP (BE-II) dt. 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017 and K-14011/26/2018-MRTS-II, Government of India date 27th July 2018 applicable in this Contract.</p> <p>The Contractor to comply as per the notification of Make in India policy, post award of Contract.</p>

Annexure IX-A: Schedule of Supply

Sl No	Phase/Stage/Lot	No. of Stations	Requirement					Tentative Timeline
			Baggage Scanners	DFMD	HHMD	Q-Manager	Ladies Frisking Booth	
1	Reach-1 (PCMC to Range Hill)	9	16	29	39	221	13	JUNE 2020
2	Reach-2 (Vanaz to PMC)	8	18	31	39	221	13	JUNE 2020
3	Reach-3 (Civil Court to Ramwadi)	8	19	31	36	204	12	DECEMBER 2020
4	Reach-4 (Shivaji Nagar to Swargate)	5	26	48	48	272	16	AUGUST 2022
TOTAL SUPPLY			79	139	162	918	54	

Note:

1. After Supply of each year's lot, Manpower Training for Handling, Operation & Maintenance of the system is to be essentially provided by the supplier
2. The above supply schedule is tentative. Exact dates of delivery for each schedule will be advised 2 Months in advance.
3. The contractor shall be however notified through a letter separately by the employer about the COD of each station and accordingly the contractor should make arrangements to complete installations of these equipment on the station about 01 (one) week prior to the date of commercial operation of the station.
4. DLP of each stage/lot of supply, installations and commissioning shall be reckoned from the commissioning of last unit of particular Stage/lot of supply)

Terms & Conditions and Broad Scope of Work for Comprehensive Annual Maintenance Contract

1. **AMC Period:** The AMC period as per BOQ. (10 Years) after DLP of 2 years.
2. **Service Hours :** 24 x 7
3. **Preventive scheduled maintenance:** As recommended by the OEM or quarterly (Whichever is less)
4. **Response Time:** 30 Mins.
5. **Minor Fault rectification Time:** 02 Hours.
6. **Major Fault rectification Time:** 24 Hours.
7. **Price Variation clause:** The price variation clause is not applicable in this contract.

8. **Performance Security: -**

The Contractor shall furnish performance security to the MAHA METRO (PMRP) in the form of a Bank Guarantee for an amount equal to 10% of the NPV of AMC amount quoted in Schedule-B (**Table I + Table II**) valid for 10 years + 3 Months from the end of DLP. As the commissioning & DLP of supplied equipment shall take place in different stages/lots, hence this performance bank guarantee shall be in a part of respective AMC amount of stages/lots and valid according to end of DLP of each stages/lots.

The Performance Bank Guarantee shall be issued from a Scheduled Commercial Bank having business office in India and in the form of Performance Security provided in the Tender document. **Bank Guarantees (BGs) shall be submitted by suppliers/contractors within 30 days prior to the commencement of AMC for each stage of supply.** Such BGs shall be verified by MAHA-Metro from the issuing bank.

The performance security submitted towards AMC shall be released in stages after completion of AMC Period + 3 Months additionally of each stage of supply of Security Equipment.

9. **Deployment of Staff:**

The Contractor will have to engage well trained staff as and when required, to ensure a regular preventive maintenance as well as the corrective/breakdown maintenance as per the requirement to ensure trouble free service throughout the CAMC period.

10. **Payment:**

The payment shall be made on a quarterly basis after satisfactory completion of work of AMC in each quarter of year. The general maintenance and servicing report along with periodic performance Monitoring report for the entire Security Equipment (X-ray baggage Scanner, DFMD, HHMD & Ladies frisking booth) and breakdown reports shall be submitted in triplicate which shall be also signed by the MAHA METRO (PMRP's) representative. The Contractor will submit Monthly & Quarterly reports giving details of Preventive & Corrective Maintenance carried out in each month. Such reports are to be sent by 7th of the next month.

The price quoted by bidders for AMC Schedule-B shall be inclusive of all taxes & duties, however breakup of taxes & duties shall be given.

11. **Advance Payment:** No advance of any type shall be paid.

12. **Scope of Work:**

“Comprehensive Annual Maintenance Contract (inclusive of staff, labour, consumables, assemblies and spares) for Security Equipment supplied (X-ray baggage scanner and DFMD)

- a. All scheduled checks as per OEM periodicity. All consumable like oil/lubes and other items at frequency of OEM. All safety check, test of parts as per the OEM and/or the Standard for Security Equipment.
- b. Repair of equipment/ parts.
- c. Replacement of items/spares card etc. as per requirement of repair.

The contractor has to do the maintenance of the Security Equipment (X-ray baggage scanner and DFMD) under this contract. In addition to obligations under the Conditions of Contract, the Contractor shall provide maintenance services for specified period (10 Years) after defect liability period for all the Security Equipment supplied under the Contract.

Maintenance work shall include attending to all service calls regarding unscheduled trouble or breakdown and also all such items of work described in approved Maintenance Schedule of OEM and/or Regulatory Authorities in the state of Maharashtra as per the followings:

- i. All defects shall be remedied either when observed on the weekly service call or on an attendance to a service call. Service shall include all work necessary to maintain the entire Security Equipment (X-ray baggage scanner and DFMD) in good working order at all times.
- ii. The Contractor shall maintain adequate quantity of consumable and contingent spare parts as per agreed list at site in order to minimize the shut down time due to repairs and maintenance.

All parts rendered defective, including replacement of indicator lamps and programmable circuit board, shall be replaced by the Contractor. The list of these consumable and contingent spares should be submitted for Notice of no objection at the same time as the submission of the Preventive Maintenance Schedule (PM) & Corrective Maintenance (CM) procedure, as mentioned in 17.1.10.

The Mandatory spares as per the approved list will be handed over by the Contractor to the employer at the time of taking over of equipment / section in proportionate quantity and AMC Spares in proportionate quantity shall be maintained by contractor at contractor's own store at a location approved by employer during AMC Period. The balance AMC spares (balance after actual consumption, the contractor has to take written permission for using AMC spares from employer otherwise it will be assumed that the contractor has not used AMC spares and shall be liable to return these spares after completion of AMC) shall be the property of the employer and if any additional spares are required the contractor shall arrange the same without any extra payment. Mandatory spares (if any) provided to the Employer under the Contract will not normally be released to the Contractor for AMC purpose.

- iii. The Contractor shall dispatch competent personnel to rectify stoppages at any time during the day or night when being called on by the Employer within a time of half an hour (maximum). Repairs shall be carried out on a 24 hours per day, 7 days per week basis until the faulty unit is put back in service.
- iv. The Contractor shall carry out periodic testing and examination of equipment safety devices as may be required by the provisions of any enactment in force relating thereto or of any enactment, regulations or by-laws of any local or other duly constituted authority which may be applicable to such tests and to provide such copies of the test certificates, duly signed by a Registered Security Equipment “Engineer/Engineer’s Representative” and Registered Security Equipment Contractor, as may be required. A master schedule of such planned tests shall be submitted to the Employer at least two months before commencement of the AMC.
- v. The Contractor shall provide quarterly and half-yearly reports on the condition of the equipment in an agreed format. Such reports shall include event logs and performance data collected from the associated indicative panel stored on diskettes or other agreed medium, over the reporting period. Such data shall enable off-line individual and fleet statistical analysis to be performed on a Personal Computer.
- vi. A report in duplicate shall be sent to the Employer immediately following every call out, indicating the time of call out visit, cause, remedial action taken and the time that the service was restored. The monthly summary of failure report along with the analysis given details of nature of fault, remedial action taken etc. in the approved format shall be provided.
- vii. Reports on routine visits are not required except where necessary to draw attention to defects of a minor nature which could not be rectified during the routine visit. Records of each routine visit and call-out visit, together with details of the work done or action taken, shall be entered on a log book which shall be provided by the Contractor and retained in the location as decided by the “Engineer/Engineer’s Representative”.
- viii. Before the expiry of the Defects Liability Period, the Contractor shall perform a Performance test for each Security Equipment to re-confirm that the function of the system is being met and shall undertake corrective adjustment if necessary. This test may be incorporated into the half-yearly equipment survey maintenance works.
- ix. The Contractor shall provide a maintenance plan and a major component replacement programme for review and acceptance by the “Engineer/Engineer’s Representative” 90 days before the programmed commencement of the AMC Period.
- x. The Maintenance service shall include all Preventive/Scheduled & Corrective Maintenance. In this context, the Contractor shall submit a PM Schedule and CM procedure for Notice of no objection, 3 months before the commencement of the AMC.

- xi. In order to ensure that the system will meet the RAM targets and Customer Service requirements using the minimum resources, the Contractor shall conduct a detailed Maintenance Requirement Analysis to derive a complete list of preventive maintenance schedules and procedures under the Contract. The Maintenance Requirement Analysis shall identify for each system function the potential functional failures, the failure consequences and the appropriate maintenance approach. RAM analysis shall be submitted quarterly during 10 years AMC.

Based on the Maintenance Requirement Analysis, the Contractor shall indicate in the Maintenance Plan, the final preventive maintenance programme, the proposed skill and manning level, spares level and special tools required. The proposal shall be fully traceable to the maintenance Requirement Analysis output.

The Maintenance Requirement Analysis shall be submitted as part of the maintenance plan, under the main contract tender submission. However, tenderers will be allowed to defer submission of this Analysis, latest 12 months before the commencement of the AMC Period, by presenting formal written request for such deferral.

- xii. The contractor is to ensure that their responsible engineers are available at Pune 24x7 to attend any breakdown or maintenance.
- xiii. The Contractor shall make available to the Employer all test and failure data as required.

13. **Delay Damages**

- a. In case of delay in carrying out scheduled maintenance as per agreed maintenance schedule a delay damage @INR 1000/day for individual equipment will be applicable.
- b. In case of delay in responding to breakdown a delay damage
 - a. @ 100/hour for minor breakdown for each incident shall be levied
 - b. @ 500/hour for major breakdown for each incident shall be levied
- c. Fault in machine shall be attended as per the above schedule failing which a delay damage @INR 1000/day for each case for minor fault and @INR 5000/day for each case for major fault shall be recovered from the forthcoming bill of AMC.
- d. In case the fault either minor/major is not attended within the stipulated periods after notification and more than 72 hours, the delay damage shall be charged @ 5% of the gross bill of forthcoming quarter.



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
PUNE METRO RAIL PROJECT**

**BID DOCUMENTS
FOR**

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

**PART III – CONDITIONS OF
CONTRACT
SECTION XI – CONTRACT FORMS**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

Section X. Contract Forms

Table of Forms

Notification of Award	3
Contract Agreement	4
Performance Security	4
Advance Payment Security	9
Retention Money Security	11
Form of Designer's Warranty.....	13
Parent Company Undertaking.....	16
Parent Company Guarantee	19
Contractor's Warranty	22
Sub-Contractor's / Vendor's Warranty.....	26
Indemnity Bond.....	30
Guarantee for Safe Custody.....	33

Notification of Award

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

[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 our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X – Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

Contract Agreement

(Contract No:)

THIS AGREEMENT 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, 1st 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

_____ having its registered office at _____, India 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 "_____ " 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, Goods and Service Tax (GST) etc. as specified in Bid/Tender documents hereinafter referred as "the Contract Price" of INR _____.

The Employer and the Contractor agree as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

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.

Performance Bank Guarantee No. _____ and valid up to _____ for INR _____ submitted by _____.

The Letter of Acceptance bearing No. _____ dated _____ along with all its annexures.

The Financial package opened on _____.

The Letter of Bid and Appendix to Bid.

Corrigendum _____ issued by Maha-Metro.

The entire bid documents issued by Maha-Metro by letter and e-mail.

The entire bid documents _____ along with Tender clarifications, confirmations, and other compliances, duly accepted and submitted by Contractor on 19 Jul 2019.

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

Invoicing and Bank Details of Contractor (Annexure Enclosed).

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.

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

Name of Signatory:

Designation:

Contractor:

Signature

Name of Signatory:

Designation:

In the presence of:

Witness:

Sign

Name

Address

In the presence of:

Witness:

Sign

Name

Address

Performance Security

Option 1: (Demand Guarantee)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

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

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

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

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

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

[signature(s)]

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

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

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

Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____.
_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

To
 Maharashtra Metro Rail Corporation Ltd.
 PUNE METRO RAIL PROJECT
 101, The Orion, Opposite Don Bosco Youth Centre,
 Koregaon Park, Pune 411001.

Bank Guarantee No. _____, dt. _____ for
 Rs. _____ (Rupees _____ only).

w.e.f. : _____
 valid upto : _____
 claim upto : _____

1. In Consideration of M/s. Maharashtra Metro Rail Corporation Ltd., (hereinafter called “the Employer”, which expression shall, unless repugnant to the context or subject thereof include his successor and assigns) having awarded M/s. _____ having its Registered Office at _____ (hereinafter referred to as “the Contractor”, which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns), a contract by issue of Employers Letter of Acceptance No. _____ dated _____ and the same having been mutually accepted by the Contractor, resulting in a Contract bearing No. _____ for Rs. _____ (Rupees _____ only) for Contract _____ : _____ (Name of work) _____ (hereinafter called “the Contract”) and the Employer has agreed to make an advance payment to the Contractor for performance of the said Contract amounting to Rs. _____ (Rupees _____ only) of Mobilisation Advance.

2. We, _____ constituted under the _____ Act, 1955 having its Corporate Centre and Central Office at _____ and one of its Local Head Office at _____ and Branch Office at _____ (hereinafter referred to as “the Bank”, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____

_____ without any demur, reservation, context, recourse or protest and or without any reference to the Contractor.

3. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this guarantee. However, not later than expiry date of guarantee.
4. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting his guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they meet have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Contractor or any other course or demand or security available to the Employer. The Bank shall not be redeemed to its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid of any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the bank.
5. The Bank also agrees that the Employer at his option shall be entitled to enforce this Guarantee against this bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

- a) Bank liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only)
- b) This Bank Guarantee shall be valid upto _____.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before _____.
- d) Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

Dated _____.

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ [insert name and address of Applicant's bank].

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

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

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

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

[DELETED]

Form of Designer's Warranty

(Refer. Sub - **Clause 21** of the PC)

THIS AGREEMENT is made the day of

BETWEEN:

- (1) [] [whose registered office is at]/[of] [] ("the Designer"); and
- (2) The Maharashtra Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of
_____ [address].

WHEREAS:

- (a) By a contract _____ dated [] ("the Contract") made between (1) Maharashtra Metro Rail Corporation Limited ("the Employer") and (2) [] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (b) The Designer has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).
- (c) Pursuant to the Contract, the Contractor wishes to enter into an agreement with the Designer and Designer agrees to the wishes of the Contractor (the Consultancy agreement) to carry out the Contractor's obligations under the Contract in relation to the design and functions ascribed to the Designer in the Contract.
- (d) The Contract stipulates that the Contractor shall ensure that the Designer executes a warranty agreement in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Employer not objecting to the Contractor and the Designer entering into the Consultancy Agreement, the Designer warrants and undertakes to the Employer that he has exercised and will continue to exercise all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works in carrying out the design of the Works and in performing the other duties and functions ascribed to him in the Contract.
2. The Designer agrees that, in the event of the termination of the Contract by the Employer, the Designer will, if so required by notice in writing given by the Employer, except subject to Clause 4 the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Works upon the terms and conditions of the Consultancy Agreement.
3. The Designer further agrees that he will not, without first giving the Employer not less than 21 days' previous notice in writing, exercise any rights it may have to terminate the Consultancy Agreement or to treat the same as having been as repudiated by the Contractor or to discontinue the performance of any duties to be performed by the Designer pursuant thereto. The Designer's right to terminate the Consultancy Agreement or to treat the same as having been repudiated or to discontinue the performance thereof shall cease if, within such period of notice and subject to Clause 4, the Employer shall give notice in writing to the Designer

- requiring the Designer to accept the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Contract Works upon the terms and conditions of the Consultancy Agreement.
4. Any notice given by the Employer under Clause 2 or 3 shall state that the Employer or his appointee accepts liability for payment of the fees payable to the Designer under the Consultancy Agreement and for performance of the Contractor's obligations under the Consultancy Agreement, including payment of any fees outstanding at the date of such notice.
 5. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Designer being required.
 6. All documents arising out of or in connection with this Warranty shall be served:
 - (1) upon the Employer at [] marked for the attention of [];
 - (2) upon the Designer at [].
 7. The Employer and the Designer may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
 8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
 9. Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Designer shall not sub-contract any of the Designer's obligations under the Consultancy Agreement without the prior written consent of the Employer's Representative.
 10. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.1 of the General Conditions) in respect of the Designer and its sub-consultants for Indian Rupees (*in words*..... *Rupees*) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 5 years after the issue of Performance Certificate for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.
 11. Insofar as the patent, copyright or other intellectual property rights in any Design Data (as defined in the Contract), plans, calculations, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Designer, the Designer grants to the Employer his successors and assigns a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, construction, reconstruction, completion, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Designer or the Contractor, the Designer shall use his best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. Any such licence granted shall not be determined if the Designer shall for any reason cease to be employed in connection with the Works.
 12. (1) Any dispute or difference of any kind whatsoever between the Employer and the Designer arising out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 20 of GC "Claims, Disputes

and Arbitration” as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Designer.

- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed, the Employer may by notice in writing to the Designer require and the Designer shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, statement of objection, determination, certificate, assessment or valuation by the Employer's Representative or the Contractor, relating to the dispute or difference.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of)
[Designer])
was affixed hereto in)
the presence of:-)

DELETED**Parent Company Undertaking**

THIS UNDERTAKING is issued on the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Parent Company").

infavour of

Maharashtra Metro Rail Corporation Limited together with its successors and assigns, (the Employer):

.....

WHEREAS

(A) By a Contract for _____ in respect of Pune Metro Rail Project

Contract No: MAHA-METRO/_____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of ____ % [see Note 1] of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:

a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole

or any part of EITHER [the shareholding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and

- b. take any action which may result in the Contractor being unable to comply with its obligations or perform in any way its duties under the Contract [or take any action which may result in [the Member forming part of the Contractor] [see Note 3] being unable to comply with its obligations or perform in any way its duties under the [Consortium or other relevant] agreement] [see Note 6]

until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the Member forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:

- a. any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [_____] [see Note 7]
- b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- c. the termination of the Contract or of the employment of the Contractor and/or [_____] [see Note 7] under the Contract for any reason;
- d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [_____] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
- e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [_____] [see Note 7] under the Contract or any release or waiver thereof.

3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [_____] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [_____] [see Note 7] to make any such amendment, variation or supplemental agreement.

4. All documents arising out of or in connection with this Undertaking shall be served:

- a. upon the Employer, at _____ marked for the attention of _____;

b. upon the Parent Company, at _____

5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Pune, Maharashtra, India.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement must be recited. In such case, insert the name of the Members of the Consortium in respect of which the parent company undertaking is being given. In such a case, the parent company of each of the Members is required to give the undertaking.
3. If Note 2 applies, refer to the Member relating to that Parent Company (which is giving this undertaking) and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the Member.
8. The notarized copy of the board resolution of the Parent Company must also accompany this Undertaking. In case the Parent Company is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

DELETED

Parent Company Guarantee

THIS GUARANTEE is made the _____ day of _____

BY _____ whose registered office is at _____ [and _____ whose registered office is at _____] ("the Guarantor").

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....
.....
.....

WHEREAS

(A) By a Contract for _____ of Pune Metro Rail Project

Contract No: _____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1]

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:

- a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of _____] [see Note 3] under the Contract;
 - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the engagement of the Contractor [and / or _____] [see Note 3] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or _____] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or _____] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or _____] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or _____] [see Note 3] to make any such amendment, variation or supplemental agreement.
 4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
 5. Until expiry of the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or _____] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or _____] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or _____] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or _____] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or _____] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
 6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.

7. All documents arising out of or in connection with this Guarantee shall be served:

- a. upon the Employer, at _____ marked for the attention of _____;
- b. upon the Guarantor, at _____ India [see Note 5]

8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.

9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Guarantor agrees to submit to the exclusive jurisdiction of the courts at Pune, Maharashtra, India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement and the relationship of the Guarantor to the concerned Members forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the concerned Member of the Consortium being guaranteed.
3. If Note 1 applies, add additional wording and insert the name the concerned Member of the Consortium being guaranteed.
4. The notarized copy of the board resolution of the Guarantor must also accompany this Guarantee. In case the Guarantor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.
5. The address for service shall be in India.

Contractor's Warranty

THIS WARRANTY is made the _____ day of _____

BY _____ of _____ [and [see Note 1]] ([jointly] "the Contractor")

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....
.....
.....

WHEREAS

(A) By a Contract for _____ of Pune Metro Rail Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) [See Note 3].

(C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to provide this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:

- a. the Contractor will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
- b. the Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
- c. the Contractor will rectify or replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 24 months from the date of taking over of section of the Works; and
- d. the Contractor agrees that should any modification be required to any part of the construction work as a consequence of failure analysis, the aforesaid period of 24 months shall re-commence from the date when the modified part is commissioned

into service if the date of modification is later than the date of taking over of last train set, and such modification shall be carried out free of cost to the Employer in all sections; and

- e. the Contractor shall maintain the manufacture & supply of spares (including those of its Sub-Contractors / vendors) for the equipment supplied in the Contract-work for at least 5 years from the date of Completion of the Contract; and
 - f. the Contractor has exercised and will continue to exercise in the design of the Works all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works; and
 - g. the Works will, when completed, comply in all respects with the Employer's Requirements, the Contractor's Technical Proposals, the final Design Document and the intended use of the Works; and
 - h. the Works has been or will be designed and manufactured to the highest standards available using internationally proven up-to-date good practice; and
 - i. the Works will, when completed, comply with enactments and regulations relevant to the Works; and
 - j. no Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Contractor.
2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in [the Contractor] [see Note 5], the [Contractor] [see Note 5] grants to the Employer its successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Pune Metro Rail Project including without limitation the design, manufacture, installation, completion, testing and commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the [Contractor] [see Note 5], the [Contractor] [see Note 5], shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the [Contractor] [see Note 5], shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have

against the Contractor, whether in tort or otherwise.

5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:

a. Upon the Employer at:

.....
.....
.....

b. Upon the Contractor at _____ India. [Note 4]

7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

9.

(1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions relating to 'Conciliation and Arbitration' as set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.

(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

(3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.

(4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor agree to submit to the exclusive jurisdiction of the Courts of India at Pune.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the head hereof.

.....
Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(for preparation of and not inclusion in the engrossment of this Warranty)

1. If the Contractor is a Consortium,, each Member of such Consortium shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
2. If Note 1 applies, that fact and the Consortium or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.
5. If Note 1 applies, then insert the name of each Member.

Sub-Contractor's / Vendor's Warranty

(As applicable)

THIS WARRANTY is made the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Sub-contractor") and

TO Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....
.....
.....

WHEREAS

(A) By a Contract for _____ of Pune Metro Rail Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor"), the Contractor has agreed to _____ and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) The Sub-contractor / vendor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).

(C) Pursuant to the Contract, the Contractor wishes to enter into an agreement ("the Sub-contract") with the Sub-contractor / Vendor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").

(D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Contractor shall procure that the Sub-contractor executes a warranty in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Engineer consenting to the Contractor and the Sub-contractor / Vendor entering into the Sub-contract, the Sub-contractor warrants and undertakes to the Employer that:

- a. he will execute and complete the sub-contracted Works / supply, and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor / Vendor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with

the consent of the Employer); and

- b. he will supply to the Contractor and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Sub-contractor / Vendor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor / Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of the execution of the Sub-Contract or any breach by the Sub-contractor / Vendor of his obligations under the Sub-contract.
3. No allowance/extension of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor / Vendor from any liability under this Warranty.
4. The Sub-contractor / Vendor agrees that he will not without first giving the Employer not less than 21 day's prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
5.
 - (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor / Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.
 - (2) In the event that the Employer does not require the Sub-contractor / Vendor to enter into a novation agreement as required by Sub-clause 5 (1), the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-contractor / Vendor, the Sub-contractor / Vendor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Pune Metro Rail Project, without limitation the design of enabling facilities, construction, installation, reconstruction, completion, reinstatement, extension,

remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor / Vendor, the Sub-contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-contractor / Vendor shall for any reason cease to be employed in connection with the Sub-contract Works.

7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor / Vendor whether in tort or otherwise.
9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's / Vendor's rights and obligations under the Sub-contract.
10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor / Vendor being required.
11. All documents arising out of or in connection with this Warranty shall be served:
 - a. Upon the Employer at:
.....
.....
 - b. Upon the Sub-Contractor / Vendor at _____ India.
12. The Employer and the Sub-contractor / Vendor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
14.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor / Vendor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the arbitration provisions as described in the Contract.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 14 (1), the Employer may by notice in writing to the Sub-contractor / Vendor require and the Sub-contractor / Vendor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction,

withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Engineer or the Contractor relating to the dispute or difference.

- (4) Subject to the foregoing provisions of this clause 14, the Sub-Contractor agrees to submit to the exclusive jurisdiction of the Courts at Pune, Maharashtra.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Note: The notarized copy of the board resolution of the Sub-Contractor/vendor must also accompany this Warranty. In case the Sub-Contractor/vendor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Indemnity Bond

THIS INDENTURE made onbetween(hereinafter called the Contractor) which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns of the one part and the Maharashtra Metro Rail Corporation Ltd. (hereinafter called MAHA-METRO) of the other part.

WHEREAS by the agreement (LOA No dated.....) (hereinafter called the said agreement) the contractor has agreed to “-----” and whereas the contractor has applied to the MAHA-METRO that they may be allowed advance on the security of materials absolutely belonging to them and brought by them to the site of the works covered under the project of the said agreement for use in the construction of such of the work as they have under taken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the MAHA-METRO has agreed to make stage payment to the contractor the total sum of Rs.----- (Rupees -----only) for stage payment Bill. The quantities and other particulars of which are detailed in this bill for the said works signed by the Contractor on “-----” and MAHA-METRO has reserved to itself option of making any further advances till date on the security of other materials brought by the contractor to site of the said work.

NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and its consideration of the sum of Rs. ----- (Rupees -----only) on or before the execution of these present amount paid to the contractor by the MAHA-METRO (the receipt where of the contractor) both hereby acknowledge and of such further Stage payment, if any, as may be made to him so aforesaid to the contractor do the covenant and agreed with the MAHA-METRO and declare as follows:

1. That the said sum of Rs. ----- (Rupees ----- only) so Stage Payment by the MAHA-METRO to the contractors as aforesaid and all or any further sum or sum's advanced as aforesaid shall be employed by the contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Stage Payment detailed in the said running account bill which have been offered to and accepted by the MAHA-METRO as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor's shall not make any application for or receive any further payments on the security of work executed which are not absolutely his own property and free from encumbrances of any kind the Contractor indemnifies the MAHA-METRO against all claims on any materials in respect of which any Stage Payment has been made to him as aforesaid.
3. That the Stage Payment detailed in the said running account bill and all other stage payments on the security of which further payments or Stage Payment any hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer / MAHA-METRO and in the terms of the said agreement.

4. That the contractor shall be fully liable for the materials/components and shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks including, acts of the God of the said materials/components and provide on approved insurance in favour of MAHA-METRO that until used in construction as aforesaid the said materials shall remain at the site of said works in the contractor's custody and on his own responsibility and shall at the time be open to inspection by the Engineer/MAHA-METRO. This insurance will be valid for a period until this material is approved and fixed in the building or advance has been fully recovered from contractor.
5. That the said materials/components shall not on any account be removed/shifted from the site of the works except with the written permission of the Engineer/MAHA-METRO.
6. That issue of any Stage Payment excess of what is finally required to be used at site would be the contractor's property without any liability on MAHA-METRO., who would recover the cost of this from the contractor.
7. That the contractor hereby charges all the said materials components with the repayment to the MAHA-METRO of the said sum of Rs. ----- (Rupees ---- only) and any further sum or sums advanced as aforesaid and all cost charges. Damages and expenses payable under these presents provided always and it is hereby agreed and declared that not with power contained therein, if any, whenever the convenient for payment, and repayment herein before contained shall become enforceable and the money owned shall not be paid in accordance therewith, the MAHA-METRO., may at any time thereafter adopt all or any of the following courses as he may deem best.
 - a. That if the contractor shall at any time not be able to complete any part of the Component / equipment as per provision in contract Agreement it shall be considered as the work being left incomplete by the contractor and action as per the conditions of the contract shall be taken.
 - b. Deduct all or any of the money owing out of the performance security or any sum due to the contractor under the said agreement.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail.

This widening shall be co-extensive to the agreement dated between Maharashtra Metro Rail Corporation Limited, _____. (Client) and(Contractor).

IN WITNESS where of the said contractor and by the order under the direction of MAHA-METRO has here set their respective hands the day and years first above written.

Signed, Sealed & Delivered by the said Contractor:

IN THE PRESENCE OF: WITNESS:

1. NAME: Signature:

SIGNED BY (ADDRESS)

BY THE ORDER AND DIRECTION OF THE MAHA-METRO IN THE PRESENCE OF:

SIGNATURE: WITNESS

(NAME AND ADDRESS)

Guarantee for Safe Custody

(To be stamped in accordance with Stamp Act, of the country of issuing bank)

To:

MAHARASHTRA METRO RAIL CORPORATION LIMITED,

WHEREAS – the Consortium/ Joint venture consisting of:

(Name of Lead Member of the Group and address)

(Name of Member of the Group and address)

(Name of Member of the Group and address) ^[SEP]

(hereinafter called “the Contractor”), with M/s----- as the lead member has undertaken, in pursuance of Contract No. [] datedfor [Note 4] (hereinafter called “the Contract”), ^[SEP]AND WHEREAS according to the said Contract the Employer is obliged to pay to the Contractor the sum of [] ([]) (“the Payment on delivery”) as set out in the priced Bill of Quantities.

(A) Pursuant to the said activities, [Note 4] are to be manufactured offshore or in India for subsequent delivery to the Contractor’s premises in Pune, India and held in safe custody by the Contractor.

(B) Pursuant to the terms of the Contract, the Contractor, as a condition precedent to his entitlement to receive any payment for items including an element of [Note 4] Contract [] to the Contractor’s premises in Pune, is obliged to provide a Guarantee in the terms hereof for 95 percent of the Payment. ^[SEP]

AND WHEREAS we (Insert name and address of scheduled commercial bank based in India) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of ----- (amount of Guarantee)----- (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

3. The Bank shall pay to the Employer the amount thus demanded without requiring further evidence or proof of:
- the default of the Contractor; or
 - the Employer's entitlement to terminate the Contract or the employment of the Contractor under the Contract; or
 - any termination of the Contract or the employment of the Contractor under the contract; or
 - of the amount due and payable under this bank Guarantee.
4. The liability of the Bank under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Bank hereby waives notice of:
- any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance or adjustment to the Tender Total or other payment under the Contract) or any concession or waiver by the Employer in respect of the Contractor's obligations under the Contract;
 - the termination of the Contract or of the employment of the Contractor under the Contract solely as a result of default by the Contractor under the Contract;
 - any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor or negligence by the Employer in enforcing any such right of action or remedy;
 - any other security or guarantee held or obtained by the Employer for any of the obligations of the Contractor under the Contract or any release or waiver thereof;
 - any act or omission of the Contractor pursuant to any other arrangement with the Surety.
5. The liability of the Bank under this Guarantee shall cease on whichever of the following events first occurs:
- payment by the Bank of the Guaranteed Sum in full to the Employer; or
 - receipt of written notification from the Employer that the [Note 4] have been installed and tested to the satisfaction of the Employer.
6. Until the MAHA-METRO has issued an instruction to the Bank to the effect that this Guarantee can be released, the Bank undertakes to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the MAHA-METRO.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK-----

ADDRESS-----

DATE-----

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be from a scheduled commercial bank based in India, acceptable to the Employer.
3. The amount payable under this Guarantee shall be 95 percent of the aggregate of the installments of the Payment made to the Contractor prior to the date of the written demand referred to above less the aggregate of any sums in respect of items installed, tested and certified by the Employer's Representative (as defined in the Contract) in accordance with the terms of the Contract.
4. Enter name of the Contract.



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
PUNE METRO RAIL PROJECT**

BID DOCUMENTS

FOR

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

**TENDER NO.
P1-O&M-02/2020**

**PART IV:
Financial Bid & Bill of Quantity**

**Maharashtra Metro Rail Corporation Limited (MAHA-METRO)
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
Maharashtra, INDIA**

January-2020

PART - IV – Financial Bid & Bill of Quantity

1	General Instruction
2	Summary of Quoted Cost
3	Schedule – A – Supply, Installation, Commissioning, Training of X- Ray Baggage Scanner, Door Frame Metal detector, Hand Held Metal detector, Q-Manager and Ladies Frisking booth
4	Schedule – B – Comprehensive Annual Maintenance of X- Ray Baggage Scanner and Door Frame Metal detector

General Information

1. The “**Bill of Quantities**” shall be read in conjunction with the all sections of Bid Document, Addendums and Corrigendum (If any).
2. The quantities given in the “**Bill of Quantities**” are estimated and tentative. It is given to provide a common basis for Bidding. The payment shall be as per the actual quantities of supply received / executed and measured, accepted and verified by the Engineer.
3. The executed worked shall be valued / prices & paid as per the accepted rates of LOA/Contract Agreement.
4. The bidder should quote his rate only in the Financial Bid / Price Bid Summary sheet provided in the **Commercial section** of the E-Tender Portal of MAHA-METRO.
5. The bidder should ensure that the financial/ commercial quoted rate should not be mentioned anywhere in Technical Section of the E-tender portal of MAHA-METRO.
6. The quoted rates are for the supply of completed and finished items of equipment /machine/work shall in all respects. It will be deemed to have included all Manufacturing /constructional plant, tools, machinery, labour, supervision, materials, fuel, oil, consumables, electric power, water, transportation up to the place of installation / erecting, all leads and lifts, dewatering (If any), all temporary works and false works, construction of temporary stores and buildings, fencing, watering, lighting, erection maintenance, night working, inspection facilities, safety measures at work sites/casting yard for workmen and road users, preparation of design and drawings, staging, shuttering, form work, stacking yard etc., establishment and overhead charges, labour camps, insurance costs for labour, materials and works, contractor's profit, all taxes, royalties, duties, cess, octroi, GST and other levies and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in BOQ.
7. The whole cost of complying with the provisions of the Contract shall be deemed to have been included in the quoted rates.
8. The supply & installation schedule and method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the General Specification, Particular Specifications and Special Conditions of Contract (SCC).
9. Errors will be corrected by the Employer for any arithmetical errors in computation or summation as indicated in Contract Document.

10. Bidder may please note that to perform this contract, various interfacing activities & contractor are involved. Bidder has to co-ordinate with the as & when required & nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies etc. if required.
11. Income Tax and any other statutory taxes, if any, as per prevailing legislation shall be deducted at source. The certificates regarding such deductions shall be issued to contractor by MAHA-Metro.
12. The price quoted by Bidders deemed to be inclusive of all kinds of duties, taxes, Cess and other levies payable as per GST, Custom tariff act etc. and as prevailing on 28 days (Base Date) prior to final date of submission of bid (Closing time & date of submission of online bid). The bidders shall also quote basic rates without taxes & duties for scheduled A & B. Taxes & duties shall be quoted separately (along with prevailing% rate).

IMPORTANT NOTES TO BIDDERS:

1. The bidder should quote his unit rate against each Schedule “A” & “B”, in the "Financial Bid" of commercial envelope of e-tender portal of MAHA-METRO.
2. For comparison of the quoted bid price by the bidders, the grand total of the quoted amount of schedule “A” & Grand Total of NPV of Schedule “B” shall be taken in to consideration collectively.

Schedule- A (Supply and installation etc)

Tender No.: P1-O&M-02/2020

Name of Work : Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Sr.No	Description	Unit	Quantity	Rate quoted by contractor (Per Unit)		Total Taxes and duties (INR)	Rates with Taxes and Duties (INR)	Total Amount (c x g) INR
				In Figure (INR)	In Words			
a	b		c	d	e	f	g	h
1	Supply of X-ray Baggage Scanner	Nos	79					
2	Installation, Testing and Commissioning of X-ray Baggage Scanner	Nos	79					
3	Supply of Door Frame Metal Detector (DFMD)	Nos	139					
4	Installation, Testing and Commissioning of DFMD	Nos	139					
5	Supply of Hand Held Metal Detector	Nos	162					
6	Supply of Q-Manager	Nos	918					
7	Supply of Ladies Frisking Booth	Nos	54					
8	Training of Maha-Metro Official	Man Day's	300					
Grand Total In Figures								
Grand Total In Words								

Note: Break of applicable GST considered by the bidder alongwith % applicable shall be enclosed by Bidder

Schedule- B (Comprehensive Annual Maintainance Charges)

Tender No.: P1-O&M-02/2020

Name of Work : Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Price for Comprehensive Annual Maintainance charges for 10 Years beyond Defect Liability Period**Table-I****Calculation of total CAMC Cost per unit (present value for 10 Years) of supplied equipments. (X-Ray baggage Scanner)**

S.No	Year	No.of Years	Nos. of Unit	CAMC per unit per year (INR)	Total Taxes and duties (INR)	Rates with Taxes and Duties (INR)	NPVF @ 7%	NPV(i=gxh)
a	b	c	d	e	f	g	h	i
1	Supply & Installation Year	1					1	
2	DLP	1						
3	DLP	2						
4	CAMC	1	1				0.82	
5	CAMC	2					0.76	
6	CAMC	3					0.71	
7	CAMC	4					0.67	
8	CAMC	5					0.62	
9	CAMC	6					0.58	
10	CAMC	7					0.54	
11	CAMC	8					0.51	
12	CAMC	9					0.48	
13	CAMC	10					0.44	
Total Quoted Value (NPV)= g(Total)			For one Unit					
Total Quoted (CAMC) amount (NPV)			79					

(In Words: _____)

Note: Net Present factor (NPVF) calculated @ 7% per annum

Table-II

Calculation of total CAMC Cost per unit (present value for 10 Years) of supplied equipment. (Door Frame Metal Detector)								
S.No	Year	No.of Years	Nos. of Unit	CAMC per unit per year (INR)	Total Taxes and duties (INR)	Rates with Taxes and Duties (INR)	NPVF @ 7%	NPV(i=gxh)
a	b	c	d	e	f	g	h	i
1	Supply & Installation Year	1					1	
2	DLP	1						
3	DLP	2						
4	CAMC	1	1				0.82	
5	CAMC	2					0.76	
6	CAMC	3					0.71	
7	CAMC	4					0.67	
8	CAMC	5					0.62	
9	CAMC	6					0.58	
10	CAMC	7					0.54	
11	CAMC	8					0.51	
12	CAMC	9					0.48	
13	CAMC	10					0.44	
Total Quoted Value (NPV)= g(Total)			For one Unit					
Total Quoted (CAMC) amount (NPV)			139					

(In Words: _____)

Note: Net Present factor (NPVF) calculated @ 7% per annum

MAHARASHTRA METRO RAIL CORPORATION LIMITED
Pune Metro Rail Project

Date: 20 Mar 2020

CORRIGENDUM-I

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to Tender Documents dated 25 February 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per NIT	Revised Dates
Last date of Submission of Bids	23 Mar 2020 at 1600 Hrs	03 Apr 2020 at 1600 Hrs
Date of Opening of Bids	23 Mar 2020 at 1630 Hrs	03 Apr 2020 at 1630 Hrs


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

20/3/2020

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 01 Apr 2020

CORRIGENDUM-II

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum I	Revised Dates
Last date of Submission of Bids	03 Apr 2020 at 1600 Hrs	21 Apr 2020 at 1600 Hrs
Date of Opening of Bids	03 Apr 2020 at 1630 Hrs	21 Apr 2020 at 1630 Hrs

B) Following documents shall be part of Corrigendum II dated 01 Apr 2020:

1. Response to Pre-Bid Queries: Four (04) pages
2. Addendum-1 to Corrigendum II: Three (03) pages
3. Annexure-A to Addendum-1: Three (03) pages
4. Annexure-B to Addendum-1: Twenty-Eight (28) pages



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

CORRIGENDUM - II

Response to Pre-Bid queries					
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.				
Tender No.	P1-O&M-02/2020				
Item No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Reply to Bidder's queries
1			NIT	We request to you to extend the Tender submission by 15 Days after Pre-bid response .	Bidder to refer the e-tender portal for updates on the Tender submission & opening date
2			NIT	Also, we are in process of preparing technical and commercial documents as per tender requirement, we require 15-20 Days more for preparing Bid documents, so we would request you to extend the bid submission date for 15-20 days accordingly we will submit the tender bid on the given portal.	
3			NIT	We request for extending the bid submission date by additional 4 weeks as the tender is a global tender, with various documents required to be apostilled, and for studying the complete 500 page (around) tender and submitting professional response.	
4			NIT	Given this situation and paucity of time, we are hereby kindly request you to extend the submission date of the above tender till 15th April 2020 to enable us to participate & submit a competitive bid for the same.	
5	NIT	No. 2	Date & Time of Submission of tender: Online Submission upto till 16:00 Hrs on 23/03/2020 in Maha metro's e-tender portal	Due to Festival season (i.e. Holi and Gudi padava) , we hereby request you to kindly consider an extension of at least 20 working days extension in bid submission from current due date.	Refer Addendum- 01 to this Corrigendum.
6	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	It is requested to kindly provide IFSC details of your bank which is required for the creation of Bank Guarantee against Bid security.	
7	Part-I: Bidding Procedure Section-II: Bid Data Sheet Page 9	ITB 11.2	Bidding by any new JV/Consortium is not allowed. However, any existing JV, who possess the experience certificate in the name of JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity.	Except this clause, rest of the complete tender document allows the bid to be submitted by a new/intended Consortium including submission of Eligibility credentials of individual Consortium members. We thank you for your understanding that Cosortiums are formed specific to tender requirements and we intend submission of bid forming consortium of manufacturer and Indian distributor and hence request for allowing us to bid accordingly. We propose to bid as above, meeting various tender requirements viz. Offer Make in India products/Receive payments in INR etc.. with OEM being the foreign company. we, further, submit that the arrangement is existing one between the OEM &	Refer Addendum- 01 to this Corrigendum.
	PART 3: Condition of Contract & Contract Form SECTION IX: Particular Condition of Contract	36 Payment in Applicable Currencies 13.4	Only in INR (Indian National Rupees).	etc.. with OEM being the foreign company. we, further, submit that the arrangement is existing one between the OEM &	Tender Conditions are self explanatory
8	Bidder to refer Part-1: Bidding Procedure	Section-III: Evaluation & Qualification Criteria.	Proposed Pre-Qualification Criteria to ascertain the credential OEM/Sl	Department should ask participating Vendors for their past credentials such as 1. Company must have minimum 10 years of experience in similar products of same OEM in India. 2. Company to provide the list of Customers to which it sold the X Ray Baggage Scanners in last 10 Years (Minimum -20 machines each Year)with Model No and year of Supply & maintained by whom. 3. Company to provide the list of Users (Minimum 5 Users) from 5 States where they have been providing after Sales services for supplied machines for 10 Years and more. 4. Company should have authorization from OEM for 10 Years for after Sales Support & Spares Support. 5. Company must have branch office in Pune for a minimum period of 10 years with complete after sales service set-up. 6. Company to have Centralized 24X7 Complain lodging facility. 7. Company must have full-fledged service network in India. Company to provide Contact details of service engineers employed for X Ray Baggage Scanner in Pune & India- Mobile No & company Email ids.	Tender condition prevails. Bidder to refer Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria.
9	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	1.5 2.1 3.5 3.6	Agent / Middleman : Forms ELI - 1.3 Pending Litigation : Forms CON - 2.1 Bid Capacity : Forms FIN-3.4 Financial soundness – bankruptcy / insolvency / restructuring : Forms FIN-3.6	Please provide draft format for Forms ELI-1.3, CON - 2.1, FIN-3.4 and FIN-3.6, as the same are not found in tender document.	Bidder to refer Section IV, Bidding Forms of the Bidding documents for Form FIN- 3.4 (Current Contract Commitments / Works in Progress) and 18. Form of Declaration for non-engagement of any agent, middleman or intermediary for Form ELI -1.3. Bidder to refer Addendum- 01 to this Corrigendum for form CON - 2.1 and FIN-3.6.
10	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2 Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	1) Clause No. 3.2, Section III, Page no 8 of TE part 1. :- The average turnover required for five years is INRs 10.5 Cr as per tender condition. The Pune Metro Project is spread over three years. Hence, the annual requirement may not exceed INRs 6/- Crs per year. Hence, Kindly consider and reduce the average turnover criteria to INRs 7/- Crs.	Tender Condition prevails
11	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2 Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	2) Clause No. 3.2, Section III, Page no 8 of TE part 1. :- The current financial year will be over shortly. Hence, please consider the turnover of FY 2019/20 for calculation of average turnover of five years i.e. as FY 2019/20, FY 2018/19 & FY 2017/18. The audited turnover figures for all these years will be available within time frame of tender finalization. It may be noted that for foreign vendors turnover preceding Jan 2020 will be considered which is unfair to local bidders.	
12	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria		A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member3 carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no. of X-Ray Baggage scanners in One Completed Contract Work OR	3) Clause No. 4.2, Section III, Page no 13 of TE part 1. :- This clause stipulates that the value of specific work experience should be INRs 12.6 Crs. We request to reduce this value to INRs 10/- Crs in view of the total contract value of goods to be supplied is spread over three years.	
13	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2 Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	1) Clause No. 3.2, Section III, Page no 8 of TE part 1. :- The average turnover required for five years is INRs 10.5 Cr as per tender condition. The Pune Metro Project is spread over three years. Hence, the annual requirement may not exceed INRs 6/- Crs per year. Hence, Kindly consider and reduce the average turnover criteria to INRs 7/- Crs.	
14	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2 Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	2) Clause No. 3.2, Section III, Page no 8 of TE part 1. :- The current financial year will be over shortly. Hence, please consider the turnover of FY 2019/20 for calculation of average turnover of five years i.e. as FY 2019/20, FY 2018/19 & FY 2017/18. The audited turnover figures for all these years will be available within time frame of tender finalization. It may be noted that for foreign vendors turnover preceding Jan 2020 will be considered which is unfair to local bidders.	
15	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria		A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member3 carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no. of X-Ray Baggage scanners in One Completed Contract Work OR	3) Clause No. 4.2, Section III, Page no 13 of TE part 1. :- This clause stipulates that the value of specific work experience should be INRs 12.6 Crs. We request to reduce this value to INRs 10/- Crs in view of the total contract value of goods to be supplied is spread over three years.	
16	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria		1.4 Government Owned Entity	1. Section III of clause no 1.4 page no 44 of TE part 1. (Must meet Requirement i.e. Government entity). Please confirm that private entities can also bid for this tender. Also ITB 4.3 is not part of the tender documents.	Private entity can also bid for this tender. Moreover, bidder to refer Part-1: Bidding Procedure, Section-I: Instruction to Bidders, ITB 4.3 for details.
17	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2 Average Annual Turnover	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	2. Section III of clause no 3.2 page no 49 of TE part 1. (Average requested Turnover i.e 10.5 cr. The Pune Metro project is spread over 3 yrs, we request you to reduce the turnover criteria to 7 crores or since this year is nearly over, we request you to include un-audited balance sheet for FY19-20 in last 5 yrs calculation.	Tender Condition prevails

CORRIGENDUM - II

18	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria		A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member3 carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no.of X-Ray Baggage scanners in One Completed Contract Work OR	3. Section III of clause no 4..2 page no 54 of TE part 1. (Specific work experience) --- request you to reduce the received amount to 10 crores against 12.6 crore.	
19	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria		Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five] A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member3 carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no.of X-Ray Baggage scanners in One Completed Contract Work OR Should have received not less than INR 7.9 Crore each for Similar Works*** or provision of minimum 40 no. of X-Ray Baggage scanners in each of the Two Completed Contract Work OR Should have received not less than INR 6.3 Crore each for Similar Works*** or provision of minimum 32 no. of X-Ray Baggage scanners in each of the Three Completed Contract Work.	BID Condition: Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five] Bidder's Query:Kindly clarify if, in case of joint ventures, Average Annual Turnover has to be distributed between members in terms of Percentage participation in JV such that total average annual turnover is more than 10.5 Crore. Volume No.: Part-1 Bidding Procedure Clause No: 4.2 Specific Work Experience BID Condition: A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no. of X-Ray Baggage scanners in One Completed Contract Work OR Should have received not less than INR 7.9 Crore each for Similar Works*** or provision of minimum 40 no. of X-Ray Baggage scanners in each of the Two Completed Contract Work OR Should have received not less than INR 6.3 Crore each for Similar Works*** or provision of minimum 32 no. of X-Ray Baggage scanners in each of the Three Completed Contract Work. Bidder's Query: Kindly clarify if, in case of joint ventures, is it ok to have the minimum no. of X-Ray Baggage Scanner from only the lead bidder.	Tender Condition prevails
20	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	4.2 (a). Specific Work Experience	Experience under Similar Works specified in Note 1 for at least 5 (Five) years, preceding January-2020 A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member carried out by tenderer during last 5 (Five) years, preceding January-2020, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/SPVs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India). Should have received not less than INR 12.6 Crore for One Similar Works*** or provision of minimum 63 no. of X-Ray Baggage scanner in One Completed Contract Work. OR Should have received not less than INR 7.9 Crore each for Similar Works*** or provision of minimum 40 no. Of X-Ray Baggage scanners in each of the Two Completed Contract Work. OR Should have received not less than INR 6.3 Crore each for Similar Works*** or provision of minimum 32 no. Of X-Ray Baggage scanners in each of the Three Completed Contract Work.	We hereby request you to kindly consider multiple purchase orders for meeting the criteria as these kind of order value and quantity available for only few foreign OEMs. Hence request you to kindly consider multiple PO's for meeting the criteria. Since We are an Indian OEM of XBIS and registered with MSME- Small Scale Industry in Himachal Pradesh, having valid Udyog Aadhar, we assumes that as per MSME Policy- On relaxation for MSME in Public procurement on Prior to Experience and Prior Turnover criteria, MSME Registered Bidder will be exempted from Prior Experience criteria, request you to kindly consider and clarify.	Tender condition prevails. Bidder to refer Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria.
21	Part-2 (Work Requirement)-	Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner	9. X-Ray Generation	Please refer Sl. No. 9 of Technical Specification & Other Requirements of X-Ray Baggage Scanner. Tube Current: 0.7 mA. We would like to inform you that lower tube current leads to lesser radiation leakage. Therefore, it is requested to kindly amend the clause as: Tube Current - Max 0.7 mA	Refer Addendum- 01 to this Corrigendum.
22	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	GENERAL REQUIREMENT 1.2	Comprehensive Annual Maintenance Contract (CAMC) for X-Ray Baggage Scanner and Door Frame Metal Detector during 2 year DLP (From date of taking over of installation by MAHA-Metro) & for 10 years from completion of DLP.	We would request to ask all participating OEM/SI/Bidders to provide the List of X Ray Baggage Scanners supplied in India in last 10 Years with Model No, Year of Supply, Current status and the details of there After sales services. It should be clarified by the bidders as to whether they are providing direct after sales service or through third parties. This is important to ascertain the credentials of participating Bidders /OEM/ SI	Tender Clause are self explanatory
23	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	GENERAL REQUIREMENT 1.8	All software and firmware upgrades for the system as applicable shall be free of cost for a period of Twelve years. A confirmation letter from the OEM/OEMs shall be submitted along with the offer	The Usage of XBIS for Metro is also similar to Aviation where Certified algorithm is mandatory (Algorithm used to detect Explosives and Drugs need to be certified by international regulatory authorities such as TSA, ECAC or DFT so as to ensure that the offered XBIS is accurate in classifying and identifying explosives, contraband, weapons and illegal drugs automatically independent of an operator's action). We request you to make certification from regulatory authorities mandatory.	
24	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	PRELIMINARY WORKS 2.5	The Contract includes, maintaining enough spares of each equipment for quick restoration of the failure of equipment and the CAMC for the period of 10 years & DLP of 2 years	We would request you to include & ask for past 10-12 Years credentials of participating vendors Like –No of X Ray Baggage Scanners supplied in past 10-12 Years with Years of Installation, Model No and current status. It should be clarified by the bidders as to whether they are providing direct after sales service or through third parties. This is important to ascertain the credentials of participating Bidders /OEM/ SI	
25	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	BASIC DESIGN PHILOSOPHY AND REQUIREMENTS 3.1.3	The Proposed Security Equipment shall be of proven design. The system/subsystem, equipment, hardware and software proposed by the Contractor shall have been in use and shall have established their satisfactory performance over a period of at least two years on two MRTS/ Airport systems/ Railway/ Major Public/Govt./Private sector installations during last five years.	We would request you to make it mandatory for Airport Installation as well as certified Software algorithm.	Tender Condition prevails
26	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	DELIVERY PERIOD 5.9	DELIVERY PERIOD The equipment shall be delivered as per the schedule/ within 8 weeks from the letter of confirmation by employer	Our XBIS are supplied from Malaysia –so we request you to make it 10-12 Weeks from the date of confirmed Order	
27	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT 5.14	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT The tenderer to ensure CAMC for 10 years (TEN years) after DLP period of 02 years (TWO years) including Hardware and software consumables, spares etc.	We would request you to ask for 10-12 Years credential of participating vendor/OEM .	

CORRIGRNDUM - II

28	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE 5.14.1 (J)	A log book will be maintained by the MAHA METRO representatives in which day to day failures and problems notice will be entered and informed to the contractor giving date and time. The contractor's Engineer/ representative has to fill up the log book as per schedule maintenance check-up giving the details as well as corrective measures taken by the contractor's engineer with date and time in the informed failure.	We would request you to ask for Toll Free 24X7 no for registering a complaint and keeping a digital record for complaint logging & resolution for 12 Years. The same can be asked for preceding period for any other customer.	
29	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE 5.14.1 (K)	Trained and supervisory MAHA METRO staff shall do the urgent repair of the equipment if Contractors designated person does not reach the site within stipulated time for which suitable log will be maintained by MAHA METRO staff. A Penalty of Rs 5000/occasion will be levied to the Contractor	We would request you to ask for qualification of service engineers employed for X Ray Baggage Scanner with company email id (not Gmail or Hotmail id) & Escalation Matrix for immediate resolution	
30	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE 5.14.1 (L)	The Contractor should specify the name, contact number and address of the service personnel responsible for providing the Comprehensive Annual Maintenance service contract.	We would request you to ask for qualification of service engineers employed for X Ray Baggage Scanner with company email id (not Gmail or Hotmail id) & Escalation Matrix for immediate resolution	
31	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE 5.14.1 (W)	. Only the engineering/technician trained and certified by the OEM/OEMs shall carry out the installation and commissioning for Equipment.	We would request you to ask for qualification & company email id (not a Gmail or Hotmail id) of service engineers	Tender condition prevails
32	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE 5.14.1 (T)	Communication handed over to the contractor's personal at site / office shall deem to have reached their office.	It is always recommended to have 24X7 complaint registering no for checking the status of complain & keeping the record of breakdowns of a particular machine & time taken to resolve it.	
33	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	SYSTEM DESCRIPTION 2.1	X Ray Baggage Screening System to be provided at stations and other Metros Installations and shall consist of X ray machine, operator control console with suitable controls, stainless steel roller tables on entry side and exit side, LCD colour monitor, power cable, Combined Test Piece (CTP), Threat Image Projection (TIP) software etc.	We would request you to ask for TIP software certification from participating Vendor/OEM –whether the TIP Software is certified by any regulatory authority.	
34	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	GENERAL REQUIREMENTS 3.1	The equipment shall adopt widely accepted technology for its operation and shall be of proven performance. The equipment shall conform to international & national standards/regulations for safety & EMC requirements.	We would request you to ask for certification of algorithm by any national or International agency for its authenticity to detect threat & drugs. It should also be asked whether the offered machines are installed/can be installed at Airports?	
35	Part-2 (Work Requirement), Section-VII-A: Work Requirement General Specification	GENERAL REQUIREMENTS 3.3	The X ray baggage screening system shall comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. The baggage screening system shall have approval from Atomic Energy Regulatory Board (AERB) of India	Certificate should be asked for mechanical, electrical and radiation hazards	
36	Part-2 (Work Requirement)	Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner (9. X-Ray Generation)	Tube Current : 0.7 mA	We request you to change it to 1.00mA to get 35mm or better penetration.	Refer response to pre bid query Sl. No. 1
37	Part-2 (Work Requirement)- Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner	Technical Specification & Other Requirements (12)	Operating Temperature: 0°C to 50°C	Please change it to : 0°C to 40°C as per MHA(Ministry of Home affairs) & BCAS (bureau of civil aviation security)	
38	Part-2 (Work Requirement)- Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner	Technical Specification & Other Requirements (13)	Storage temperature: -20°C to 60°C	Please change it to : -20°C to 50°C as per MHA & BCAS	Tender condition prevails
39	Part-2 (Work Requirement)- Section-VII-B: Work Requirement Particular Specification – X-ray Baggage Scanner	Technical Specification & Other Requirements (47)	Factory Acceptance Test (FAT) shall be carried out before the supply of the machines. The bidder has to submit FAT Procedure of the equipment and associated parts offered, duly certified by OEM and preferably adopted by security agencies to whom the item has been supplied earlier, so that the technical specifications of the equipment can be verified/confirmed by MahaMetro.	Please clarify if FAT at factory will be conducted by authority. If yes please specify the no of persons visiting factory for FAT.	Tender condition prevails. In addition for reference, a team of 2 to 3 members will conduct Factory Acceptance Test and the same will be decided during design phase.
40	Part-2 (Work Requirement)- Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner	5. SOFTWARE REQUIREMENTS	SOFTWARE REQUIREMENTS	We would request you to ask for certification for all software used in X Ray Baggage Scanner by National or International agency.	Tender condition prevails
41	Part-II: Work Requirement Particular Specification - XBIS	3.7.	The power supply available at the stations shall be 230 V / 50 Hz AC which may vary from 160 Volts to 270 Volts. All modules of the screening system should work using this power supply only with requisite converters & voltage stabilizers of suitable capacity, if required. However, if felt necessary UPS of requisite capacity may be provided based on requirement of purchaser to ensure continuous availability of power supply.	Please define the back-up time required for the UPS.	This will be finalised during the detail design phase.
42	Part-II: Work Requirement Particular Specification - DFMD	21	OEM should have past performance in the Central Govt. /State Government Buildings, Railways Airports, Metro Stations, /PSUs/ Urban Local Bodies/ Private Corporates or other industrial organization registered with NSE/BSE in India of comparable magnitude.	As this being a global tender, may we request for replacing this clause with proof of operation of offered equipmnet in any Metro, for 2 years, during the last 5 years as defined for XBIS.	Tender Condition prevails
43	Part-II: Work Requirement Particular Specification – Ladies Frisking Booth	Specification for Ladies Frisking Booth (3) Specification for Ladies Frisking Booth (4)	PVC Flexible sheets for covering Front, Side & Back of the Booth. Curtain on one side of the booth for Entry & Exit	Please define the desired thickness of PVC flexible sheets Is Curtain on one side sufficient or would you like to have curtain both at entry & exit?	This will be discussed during the detail design phase.
44	Part-2 (Work Requirement), Section-VII-B: Work Requirement	Particular Specification – Ladies Frisking Booth	Specification for Ladies Frisking Booth: 3 PVC Flexible sheets for covering Front, Side & Back of the Booth.	Ladies Frisking Booth - Part 2 (Work Requirement) - Section VII-B: Work Requirement a. 'PVC Flexible sheets are transparent in nature and hence not the material used for making Ladies Frisking Booth, hence request to consider the ACP Sheets that are universally used making for Ladies Frisking Booth. b. 2 Sides opening for Entry & Exit eases the passenger movement, hence request you to let us know your opinion.	Tender Condition prevails
45	NIT	NIT, Page No.2	Completion Period: 36 (Thirty Six Months)	1). Kindly clarify the completion Period as it is not giving the clarity with respect to delivery period. 2). Request you to kindly provide the detailed delivery period and further request you to kindly clarify if the delivery will be in staggered manner or in one go. ? if delivery will be in one go then the delivery period should be more than the 8 weeks and if it is in staggered manner then quantity required part wise should be clarified.	Tender Condition prevails
46	Part-2 (Work Requirement), Section-VII-A: Work Requirement	General Specification 5.9	DELIVERY PERIOD : The equipment shall be delivered as per the schedule/ within 8 weeks from the letter of confirmation by employer.		
47	Part-2 (Work Requirement), Section-VII-A: Work Requirement	General Specification 5.10	TIME FOR INSTALLATION AND COMMISSIONING The equipment needs to be installed and commissioned within a period of 1 week from the time the site is made available. Further, care needs to be taken while shifting of the equipment to the stations so that other installations at the stations, flooring of the stations are not damaged. If any damage to other installations happens, the contractor has to make good of the same or the amount will be deducted from the invoices.	Request you to kindly provide the clear understanding on installation period with respect to the required quantity of equipment's as installation site location and its readiness is not clear. Therefore request you to kindly clarify it in detail.	Bidder to refer PART 3: Condition of Contract & Contract Form SECTION IX: Particular Condition of Contract; Annexure IX-A: Schedule of Supply
48	Part-2 (Work Requirement)- Section-VII-B: Work Requirement	Particular Specification – X-ray Baggage Scanner, Clause No. 43 of Page no. 21 of scope	Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours penalty @ 2000/day shall be levied for additional delay in rectification of machine. This will be applicable during DLP & CAMC period both.	As we did not get clarity on maximum upper cap, request you to confirm that the upper cap will be max of 10% of the contract value as per standard.	Tender Condition prevails

CORRIGENDUM - II

49	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	We are an MSME company and we wish to clarify some points. Is EMD exemption allowed for MSME companies? Also, is EMD exemption allowed for NSIC registered companies? Are there any other relaxations offered such companies.	MSME registered bidders are exempted from Bid Security, subject to submission of the registration certificates.
50	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	1) Whether MSME Registered firms are exempted to pay charges of documents i.e. Rs. 30,000/- and 2) Whether MSME Registered firms are also exempted to pay EMD.	
51			NIT	We are also registered under the MSME and NSIC scheme of the Government of India and as per the MSME registered scheme (MSME scheme Document page No. 31 Attachment No. 03), we request for Exemption for paying Bid Security (EMD) payment INR 7,90,000/ (seven Lakh Ninety Thousand only) and cost offender Documents i.e. INS 35,400.00 (Rs. Thirty-Five Thousand Four hundred).	
52			NIT	As defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Udyog Aadhar Memorandum for MSES as per Public Procurement Policy of MSES Order – 2012, paying Cost of Tender documents is exempted to us.	
53			NIT	Cost of the bid document: INR 30,000/ Paid online through E-Tender portal	
54	Part-1: Bidding Procedure Section-II	ITB 11.1 (C)	Bid Security: INR 7,90,000/ (Seven Lakh Ninety Thousand Only) in the form of unconditional Guarantee issued by any Nationalized or Scheduled Commercial Bank (including scheduled commercial foreign bank) in India.	Since We are an Indian OEM of XBIS and registered with MSME- Small Scale Industry in Himachal Pradesh, having valid Udyog Aadhar, we assume that as per GFR Rule and MSME Policy, MSME Registered Bidder should be exempted to submit the EMD and tender Fee, request you to kindly consider and clarify.	I. Tender condition prevails II. Bidder to refer to the Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 & 28 May 2018 issued by DIPP. Additionally, Bidder to refer the Addendum -01 to this Corrigendum for revised Make in India clause.
55	Part-1: Bidding Procedure Section-II	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)		
56	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 1.5 (Additional Para)	ITB 1.5 (Additional Para) Make in India (1) This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.	I. Please allow International Standard OEMs to participate in Tender to supply certified X Ray Baggage Scanners for detecting threats. II Please clarify Make in India where components are manufactured in India or It is imported and assembled in India.	
57	Part-1: Bidding Procedure	Section-III	Evaluation & Qualification Criteria	The procurement notice issued by you for this tender completely violates the above order of the GOI specifically by creating barriers to manufacturers like ours. We will list out the conditions in the procurement notice that are violative of the GOI guidelines below.	Tender condition prevails for Evaluation & Qualification. Additionally, Bidder to refer the Addendum -01 to this Corrigendum for revised Make in India clause.
58	Part-1: Bidding Procedure Section-II: Bid Data Sheet Page 2 and Pages 163-180	ITB 1.5 (Additional Para) and Annexure – III Make in India Guidelines	Make in India (1) This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate. (2) Pursuant to the policy of the Government of India, Department of Industrial Policy and Promotion (DIPP) and Ministry of Housing and Urban Affairs (MoHUA) have issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P45021/2/2017-B.E.-II dated 15th June 2017, K-14011/09/2014/UT-II/MRTS-Coord dated 12th July 2017, office Memorandum no. F.No. K-14011/09/2014/UT-II/MRTS-Coord dated 14th November 2017, K-14011/26/2018-MRTS-II dated 27th July 2018, K14011/26/2018-MRTS-II dated 28th November 2018 and Corrigendum dated 13th December 2018. With respect to the above policy the minimum local content in procurement value shall be 50%.	1. Please clarify as to how the minimum local content be calculated, is it for the entire work which includes various items viz. XBIS/DFMD/HHMD/Q-Managers/Ladies Frisking Booths or for each individual item? 2. Further, the minimum local content for XBIS, DFMD and HHMD, is defined as 10% by the Nodal Ministry, Ministry of Civil Aviation vide their notification no. AV-31020/47/2017-CNWMOCA/Com. No. E-122603 dated 26.02.2019. Hence, we request for confirming the Local Content requirement as 10%, for the tendered items viz. XBIS/DFMD/HHMD. Delhi Metro, in their recent tender for XBIS, have also defined the local content as 10% only. 3. A copy of MoCA notification and relevant page of Delhi Metro tender, are attached herewith for ready reference.	Refer Addendum- 01 to this Corrigendum.
59	Part-1: Bidding Procedure Section-II	10. Domestic Preference	There is no purchase preference or price matching applicable to the local bidders as all bidders are required to meet the minimum percentage of specified (50%) local content/local value, which has been incorporated as an eligibility criteria above.	Since the minimum percentage specified (50% local content value) as per the make in India policy, therefore we assume that Make in India Purchase Preference shall also be given to Indian Bidder, request you to kindly elaborate the consideration in details.	
60	Part-II: Works Requirement Genral Requirement	Clause 2.4	Supply and execution will be completed in stages, which will be aligned with commissioning dates of metro systems.	Please provide schedule for launch of Commercial operations of each station, while schedule of supply is available. Also, please consider the following payment terms for the supply of equipment viz. XBIS/DFMD/HHMD etc., : - 90% against delivery - Balance 10% against Installation, Commissioning and handover.	Bidder to refer, PART 3: Condition of Contract & Contract Form / SECTION IX: Particular Condition of Contract / Annexure IX-A: Schedule of Supply
	Part-II: Works Requirement Genral Requirement	Clause 2.8	The station wise requirements of Security/surveillance equipment and stage wise commissioning have been given below: -		
61	Part-II: Work Requirement Genral Requirement	5.1 C. 2	The DLP for all security equipment installed on a station would start from the date of commercial operation of the station.		Tender Condition prevails
62	Part-II: Work Requirement Genral Requirement	5.13.2	An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit) stating their credentials.	Please define the requirement document along with any format, for complying to this clause.	Tender Conditions are self explanatory
63	Part - 3: Condition of Contract		Contract Price and Payment	Request you to kindly clarify the exact payment terms and Schedule, as it is not giving clarity in tender documents.	Bidder to refer Part 3: Condition of Contract & Contract Form Section VIII: General Condition of Contract, 14. Contract Price and Payment and Section IX: Particular Condition of Contract, Part-A - Contract Data & Part - B.
64	N/A	N/A	General	As, we are the original equipment manufacturer of X-Ray Baggage scanner machines, we wanted to check if it is feasible to bid only for the X-Ray Baggage scanner item.	Tender condition prevails
65	Part-I: Bidding Procedure Section-I: Instruction to Bidders Page 6	Clause 7.2	The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works.	Kindly provide details of the Pune Metro officials that can be contacted for site visits, along with their contact details.	Bidder to refer Part-1: Bidding Procedure Section-II: Bid Data Sheet ITB 22.1 for contact details.
	Part-I: Bidding Procedure Section-II: Bid Data Sheet Page 7	ITB 7.2 Following is added to existing ITB 7.2	Any site information given in this bidding document is for guidance only. It shall be deemed that the Bidder has undertaken a visit to the Site of the Works and is aware of and has ascertained itself, the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by it prior to the submission of the Bid.		
66	N/A	N/A	General	We are pleased to inform you of our advanced MZDFMD with Camera & superimposed data on video wherein the video of a person entering the premises is synchronized with the percentage of Metal Level taken at the point of time. Enclosed catalogue for your perusal. Request if the same could be considered for advanced security.	Tender condition prevails
67	General	General	MSME Purchase preference	With reference to GOVERNMENT PURCHASE AND PRICE PREFERENCE POLICY FOR MICRO & SMALL ENTERPRISES (MSME's), we hereby request you to kindly provide the purchase preference to MSME registered bidder as well in consideration of Indian MSME Purchase preference as per policy.	

CORRIGENDUM - II

Addendum No. 01					
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.				
Tender No.	P1-O&M-02/2020				
Pre Bid Query No.	Part No.	Section ref.	Clause No.	Existing Description	Revised Description
21	Part-2 (Work Requirement)-	Section-VII-B: Work Requirement – Particular Specification – X-ray Baggage Scanner	9. X-Ray Generation	Voltage : Max 160 KV Tube Current : 0.7 mA Cooling : Sealed Oil Bath Duty Cycle : 100% X-Ray Detector : "L"-Shaped array detector	Voltage : Max 160 KV Tube Current : Maximum 0.7 mA Cooling : Sealed Oil Bath Duty Cycle : 100% X-Ray Detector : "L"-Shaped array detector
6	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	<p>A Bid Security is required as mentioned below:- The total bid security amount shall be INR 7,90,000/- (Seven Lakh Ninety Thousand Only) submitted as below: INR 7,90,000/- (Seven Lakh Ninety Thousand Only) in 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 and shall be valid for a period of 60 days beyond the bid validity period stipulated in the bid.</p> <p>(a) A scanned copy of this BG is to be uploaded online and the bidder should ensure physical submission of the original bank guarantee at the office of Maha-Metro at address specified in bid document, within 3 working days from the last date stipulated for submission of the bid documents (online).</p> <p>(b) If the bidder fails to submit the scanned copy at the aforesaid BG or fails to submit the original bank guarantee, his Bid shall not be considered for opening & rejected outright.</p> <p>(c) Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as part (b) of Bid security through structured finance message System (SFMS)</p> <ol style="list-style-type: none"> 1. Bank Name: Bank of Maharashtra. 2. Branch with address: 01150 PUNE MAIN BRANCH, LOKMANGAL, 1501, SHIVAJINAGAR, PUNE411005. 3. Bank Account Name: MAHARASHTRA METRO RAIL CORPORATION LIMITED 4. Bank Account No.: 60274237292 5. Bank Account type: Current Account 6. IFS Code: MAHB0001150 <p>*Note: Bidders are requested not to deposit any cash in above account towards bid security. This account is only for issuance of Bank Guarantee through Bidders' bank in electronic format (SFMS).</p>
7	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 11.2	Bidding by any new JV/Consortium is not allowed. However, any existing JV, who possess the experience certificate in the name of JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity.	In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. Format for Joint Bidding Agreement attached in Part-1: Bidding Procedure, Section IV : Bidding Form.

CORRIGENDUM - II

56, 57 & 58	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 1.5 (Additional Para)	<p>Make in India</p> <p>(1) This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.</p> <p>(2) Pursuant to the policy of the Government of India, Department of Industrial Policy and Promotion (DIPP) and Ministry of Housing and Urban Affairs (MoHUA) have issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P- 45021/2/2017-B.E.-II dated 15th June 2017, K-14011/09/2014/UT-II/MRTS-Coord dated 12th July 2017, office Memorandum no. F.No. K-14011/09/2014/UT-II/MRTSCoord dated 14th November 2017, K-14011/26/2018-MRTS-II dated 27th July 2018, K-14011/26/2018-MRTS-II dated 28th November 2018 and Corrigendum dated 13th December 2018. With respect to the above policy the minimum local content in procurement value shall be 50%. The Bidder shall be required to provide a self certificate or a certificate from the statutory auditor or cost auditor giving the percentage only of minimum local content and this self-certificate or certificate from statutory auditor or cost auditor shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values shall be mentioned in these certificates and no financial values shall be mentioned..... The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>	<p>Make in India</p> <p>(1) This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.</p> <p>(2) Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Ministry of Civil Aviation has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 and P-45021/2/2017-PP (BE-II) dated 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017, K-14011/26/2018-MRTS-II, Government of India dated 27th July 2018 and File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 shall be applicable in this tender. With respect to the above policy the proposed percentage of local content for the year 2020-21 as specified in the notification dated 25th February 2019 in procurement value shall be complied with. The Bidder shall be required to provide a self certificate or a certificate from the statutory auditor or cost auditor giving the percentage only of minimum local content and this self-certificate or certificate from statutory auditor or cost auditor shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>(3) In case only self-certificate as per para (2) above has been submitted, the Bidder shall also be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as specified in above referred notification/order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid</p>
56, 57 & 58	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 1.5 (Additional Para)	<p>submission to be a valid offer. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked "Not to be Opened by Anyone except ED (Procurement)" at the following address:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4) For sake of clarity, especially to the foreign bidders, 'Local Content' means the amount of value added in India which shall be the tot value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. Foreign bidders may achieve the specified percentage/value of local content by way of partnerships, cooperation with Indian companies, setting up production units in India or making joint ventures with Indian suppliers etc.</p> <p>(5) The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>	<p>submission to be a valid offer. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked "Not to be Opened by Anyone except ED (Procurement)" at the following address:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4) For sake of clarity, especially to the foreign bidders, 'Local Content' means the amount of value added in India which shall be the tot value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. Foreign bidders may achieve the specified percentage/value of local content by way of partnerships, cooperation with Indian companies, setting up production units in India or making joint ventures with Indian suppliers etc.</p> <p>(5) The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>
9	Part-1: Bidding Procedure	Section-IV: Bidding Form	-	-	Refer Annexure-A to this Corrigendum for form CON - 2.1 and FIN-3.6.
59	Part-1: Bidding Procedure	Section-III: Evaluation & Qualification Criteria	10. Domestic Preference	<p>10. Domestic Preference</p> <p>There is no purchase preference or price matching applicable to the local bidders as all bidders are required to meet the minimum percentage of specified (50%) local content/local value, which has been incorporated as an eligibility criteria above. The applicable policy letters of MoHUA are attached as Annexure III for reference of the bidders.</p>	<p>10. Domestic Preference</p> <p>The 'Margin of Purchase Preference' shall be 10%. The applicable policy letters of MoHUA/DIPP/MoCA are attached as Annexure B for reference of the bidders.</p>

CORRIGENDUM - II

Additional Clarifications					
1	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 33.1	No purchase preference is applicable	Purchase preference is applicable
2	Part 3: Condition of Contract & Contract Form	Section IX: Particular Condition of Contract	79. Additional clause: Local Value Added	<p>Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P- 45021/2/2017-B.E.-II dt.15th June 2017 and P- 45021/2/2017-PP (BE-II) dt. 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017 and K- 14011/26/2018-MRTS-II, Government of India date 27th July 2018 applicable in this Contract.</p> <p>The Contractor to comply as per the notification of Make in India policy, post award of Contract.</p>	<p>Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Ministry of Civil Aviation has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 and P-45021/2/2017-PP (BE-II) dated 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017, K-14011/26/2018-MRTS-II, Government of India dated 27th July 2018 and File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 shall be applicable in this tender.</p> <p>The Contractor to comply as per the notification of Make in India policy, post award of Contract.</p>

Annexure- A

Form CON – 2.1:
Undertaking regarding Debarment

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

By virtue of my signature below, I confirm and verify to my best knowledge and belief that the company represented by me for submitting bid against this tender is not DEBARRED@ as on the due date of submission of bid.

The notifications of previous debarments# (if applicable) are attached herewith for information of the Employer.

SIGNATURE OF BIDDER

(To be signed by each member of the JV/Consortium)

@ Here DEBARRED means that the Bidder (applies to each member of the JV/Consortium) has been blacklisted or debarred by Government of India/any State Government in India/Central or State Government undertaking from participating in the tenders for a notified period of time. Copy of the notification of such debarment shall be submitted in the bid.

#Details of previous debarments, if any, for a period of 10 years prior to Bid Submission date shall be provided

Form FIN-3.6
Undertaking regarding Bankruptcy / Insolvency

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

By virtue of my signature below, I confirm and verify to my best knowledge and belief that Bankruptcy/insolvency has not been suffered by the company represented by me for submitting bid against this Bid in the last 10 years.

Further, it is confirmed that the company represented by me is not currently in the process of financial restructuring under corporate debt restructuring act.

SIGNATURE OF BIDDER

(To be signed by each member of the JV/Consortium)

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 20 Apr 2020

CORRIGENDUM-III

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020.

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum II	Revised Dates
Last date of Submission of Bids	21 Apr 2020 at 1600 Hrs	06 May 2020 at 1600 Hrs
Date of Opening of Bids	21 Apr 2020 at 1630 Hrs	06 May 2020 at 1630 Hrs



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

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 06 May 2020

CORRIGENDUM-IV

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020.

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum III	Revised Dates
Last date of Submission of Bids	06 May 2020 at 1600 Hrs	28 May 2020 at 1600 Hrs
Date of Opening of Bids	06 May 2020 at 1630 Hrs	28 May 2020 at 1630 Hrs



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

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 27 May 2020

CORRIGENDUM-V

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum IV	Revised Dates
Last date of Submission of Bids	28 May 2020 at 1600 Hrs	19 Jun 2020 at 1600 Hrs
Date of Opening of Bids	28 May 2020 at 1630 Hrs	19 Jun 2020 at 1630 Hrs

Amit
Baporikar

Digitally
signed by
Amit
Baporikar

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

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 19 Jun 2020

CORRIGENDUM-VI

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020, **Corrigendum V** dated 27 May 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum V	Revised Dates
Last date of Submission of Bids	19 Jun 2020 at 1600 Hrs	09 Jul 2020 at 1600 Hrs
Date of Opening of Bids	19 Jun 2020 at 1630 Hrs	09 Jul 2020 at 1630 Hrs

B) Opening of tender will be held at the following address:-

101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune – 411 001.

Amit
Baporikar

Digitally
signed by
Amit
Baporikar

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

MAHARASHTRA METRO RAIL CORPORATION LIMITED
Pune Metro Rail Project

Date: 29 Jun 2020

CORRIGENDUM-VII


Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020, **Corrigendum V** dated 27 May 2020, **Corrigendum VI** dated 19 Jun 2020

A) Following documents shall be part of Corrigendum VII dated 29 Jun 2020:

1. Response to Pre-Bid Queries: One (01) page
2. Addendum-2 to Corrigendum VII: Two (02) pages
3. Annexure-A to Addendum-2: Fifteen (15) pages
4. Annexure-B to Addendum-2: Nine (09) pages


29-06-2020

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

Addendum No. 02						
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.					
Tender No.	P1-O&M-02/2020					
Pre Bid Query No.	Part No.	Section ref.	Clause No.	Existing Description	Revised Description	
2	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 1.5 (Additional Para)	<p>Make in India</p> <p>(1) This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.</p> <p>(2) Pursuant to the policy of the Government of India for ‘Make in India’ and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Ministry of Civil Aviation has issued ‘Public Procurement (Preference to Make in India), Order 2017’ vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 and P- 45021/2/2017-PP (BE-II) dated 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017, K-14011/26/2018-MRTS-II, Government of India dated 27th July 2018 and File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 shall be applicable in this tender. With respect to the above policy the proposed percentage of local content for the year 2020-21 as specified in the notification dated 25th February 2019 in procurement value shall be complied with. The Bidder shall be required to provide a self certificate or a certificate from the statutory auditor or cost auditor giving the percentage only of minimum local content and this self-certificate or certificate from statutory auditor or cost auditor shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>(3) In case only self-certificate as per para (2) above has been submitted, the Bidder shall also be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as specified in above referred notification/order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid submission to be a valid offer. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked “Not to be Opened by Anyone except ED (Procurement)” at the following address:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4) For sake of clarity, especially to the foreign bidders, ‘Local Content’ means the amount of value added India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. Foreign bidders may achieve the specified percentage/value of local content by way of partnerships, cooperation with Indian companies, setting up production units in India or making joint ventures with Indian suppliers etc.</p> <p>(5) The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>	<p>Make in India</p> <p>(1)This bid is essentially an NCB (National Competitive Bid) and Indian bidder only may participate.</p> <p>(2) Pursuant to the policy of the Government of India for ‘Make in India’ and promoting manufacturing and production of goods and services in India, Department for Promotion of Industrial and Internal Trade, Ministry of Commerce and Industry has issued Public Procurement (Preference to Make in India) orders/notifications vide No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 shall be applicable in this tender.</p> <p>Minimum local content shall be as per No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 for Class- I local supplier & Class - II local supplier.</p> <p>(3) The Bidder shall be required to provide a certificate from the Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant giving the percentage only of minimum local content and this certificate from Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values & details as per above notification/order shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>The Bidder can also provide a certificate from the Statutory Auditor or Cost Auditor of the company (in case of companies) or from a practicing Cost Accountant or practising Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content & details as specified in above referred notification/order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid submission to be a valid offer. Only percentage values & details as per above notification/order shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked “Not to be Opened by Anyone except ED/GM (Procurement)” at the following address: Executive Director / General Manager (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4)For sake of clarity, ‘Local Content’ means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent.</p> <p>Margin of Purchase Preference shall be 20% as per Order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020. Purchase Preference shall not be applicable to ‘Class-II local supplier’ as per the point no. 3A (d) of the referred order. The item being procured against this tender is not divisible in nature.</p> <p>(5)The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage as well as during execution from time to time.</p>	

Additional Clarifications					
1	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 1.1	International Competitive Bid (ICB) The number of the Invitation for Bids is P1-O&M-02/2020	National Competitive Bidding (NCB) The number of the Invitation for Bids is P1-O&M-02/2020
2	Part-1: Bidding Procedure	Section-II: Bid Data Sheet	ITB 4.5	This Bidding Process is in single stage two-packet system through e-tender portal of MAHA-METRO & open to all eligible bidders of Indian or foreign origin, eligible as per qualification criteria mentioned under Section-III.	This Bidding Process is in single stage two-packet system through e-tender portal of MAHA-METRO & open to all eligible bidders of Indian origin, eligible as per qualification criteria mentioned under Section-III.
3	Part-1: Bidding Procedure	Section-IV: Bidding Form	5.1 Form ELI -1.1 Bidder Information Form, 5.2 Form ELI -1.2 Bidder's JV Information Form, 5.3 Form CON – 2 Historical Contract Non-Performance, Pending Litigation and Litigation History, Form CON – 2.1: Undertaking regarding Debarment, 5.4 Form FIN – 3.1: Financial Situation and Performance, 5.5 Form FIN – 3.2: Average Annual Turnover, Form FIN-3.6 Undertaking regarding Bankruptcy / Insolvency, 5.8 Form EXP - 4.1 General Work Experience, 5.9 Form EXP - 4.2(a) Specific Work Experience, 5.10 Form EXP - 4.2(b) Work Experience in Key Activities		Forms revised with text as NCB (National Competitive Bidding) attached as Annexure A to this Corrigendum.
4	Part-1: Bidding Procedure	Section-III: Evaluation & Qualification Criteria	10. Domestic Preference	10. Domestic Preference The 'Margin of Purchase Preference' shall be 10%. The applicable policy letters of MoHUA/DIPP/MoCA are attached as Annexure B for reference of the bidders.	10. Domestic Preference Margin of Purchase Preference shall be 20% as per Order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020. Purchase Preference shall not be applicable to 'Class-II local supplier' as per the point no. 3A (d) of the referred order. The applicable policy letters of MoHUA/DIPP/MoCA are attached as Annexure B for reference of the bidders.
5	Part 3: Condition of Contract & Contract Form	Section IX: Particular Condition of Contract	79. Additional clause: Local Value Added	Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Ministry of Civil Aviation has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 and P- 45021/2/2017-PP (BE-II) dated 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017, K-14011/26/2018-MRTS-II, Government of India dated 27th July 2018 and File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 shall be applicable in this tender. The Contractor to comply as per the notification of Make in India policy, post award of Contract.	Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department for Promotion of Industrial and Internal Trade, Ministry of Commerce and Industry has issued Public Procurement (Preference to Make in India) orders/notifications vide No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 shall be applicable in this tender. The Contractor to comply as per the notification of Make in India policy, post award of Contract.

Annexure – B Make in India Guidelines

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

.....Contd. p/3

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

.....Contd. p/7

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

- 15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

- 16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

- 17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

- 18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in

Annexure – A Revised Forms

5.1 Form ELI -1.1**Bidder Information Form**

Date: _____
 NCB No. and title: _____
 Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 . <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.2 Form ELI -1.2**Bidder's JV Information Form**

(to be completed for each member of Bidder's JV and any specialized subcontractor if applicable)

Date: _____

NCB No. and title: _____

Page _____ of _____ pages

Bidder's JV name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with [ITB 4.3](#).

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.3 Form CON – 2**Historical Contract Non-Performance, Pending Litigation and Litigation History***(to be completed by the Bidder and by each member of the Bidder's JV)*

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

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

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

**Form CON – 2.1:
Undertaking regarding Debarment**

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

By virtue of my signature below, I confirm and verify to my best knowledge and belief that the company represented by me for submitting bid against this tender is not DEBARRED@ as on the due date of submission of bid.

The notifications of previous debarments# (if applicable) are attached herewith for information of the Employer.

SIGNATURE OF BIDDER

(To be signed by each member of the JV/Consortium)

@ Here DEBARRED means that the Bidder (applies to each member of the JV/Consortium)

has been blacklisted or debarred by Government of India/any State Government in India/Central or State Government undertaking from participating in the tenders for a notified

period of time. Copy of the notification of such debarment shall be submitted in the bid.

#Details of previous debarments, if any, for a period of 10 years prior to Bid Submission date

shall be provided

5.4 Form FIN – 3.1:**Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to [ITB 32.1](#) for the exchange rate**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for 5 (*five*) years pursuant Section III, Evaluation and Qualifications Criteria, [Sub-factor 3.1](#). The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the 5 (*five*) years required above and complying with the requirements

¹ In case audited balance sheet of FY 2018-19 is not available, the bidder should submit provisional balance sheet duly certified by statutory auditor. All the financial statement should be duly certified by statutory auditor.

5.5 Form FIN – 3.2:**Average Annual Turnover**

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	INR equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

Form FIN-3.6
Undertaking regarding Bankruptcy / Insolvency

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

By virtue of my signature below, I confirm and verify to my best knowledge and belief that Bankruptcy/insolvency has not been suffered by the company represented by me for submitting bid against this Bid in the last 10 years.

Further, it is confirmed that the company represented by me is not currently in the process of financial restructuring under corporate debt restructuring act.

SIGNATURE OF BIDDER

(To be signed by each member of the JV/Consortium)

5.8 Form EXP - 4.1**General Work Experience**

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

Starting Year*	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

* See Section III Evaluation and Qualification Criteria – [Sub Factor 4.1](#)

5.9 Form EXP - 4.2(a)**Specific Work Experience****(Each Bidder or member of a JV must fill this form)**

Bidder's Name: _____

Date: _____

JV Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			INR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Work Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Notes:

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.

5.10 Form EXP - 4.2(b)**Work Experience in Key Activities**

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 34.2 and 34.3): _____

NCB No. and title: _____

Page _____ of _____ pages

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contract or <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			INR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

² If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Key Activity No. Two

3.

Notes:

Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.

Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the Bid submission date.

In case of JV / Consortium, full value the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.

CORRIGENDUM - VII

Reponse to Pre-Bid queries					
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.				
Tender No.	P1-O&M-02/2020				
Item No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Reply to Bidder's queries
1	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 19.1	A Bid Security is required: INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	The bid is being submitted as JV/Consortium with our foreign manufacturer, with we as the lead member if consortium. Kindly confirm that we, being an MSME & NSIC registered company, are exempted from submission of Bid Security.	MSME registered bidders are exempted from Bid Security, subject to submission of the registration certificates.
2	Part-1: Bidding Procedure, Section-II: Bid Data Sheet	ITB 1.5 (Additional Para)	<p>Make in India</p> <p>(1)This bid is essentially an ICB (International Competitive Bid) and any foreign or Indian bidder may participate.</p> <p>(2) Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy an Promotion (DIPP), Ministry of Commerce and Industry, Ministry of Civil Aviation has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No. P-45021/2/2017-B.E.-II dated 15th June 2017 and P- 45021/2/2017-PP (BE-II) dated 28th May 2018, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017, K-14011/26/2018-MRTS-II, Government of India dated 27th July 2018 and File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 shall be applicable in this tender. With respect to the above policy the proposed percentage of local content for the year 2020-21 as specified in the notification dated 25th February 2019 in procurement value shall be complied with. The Bidder shall be required to provide a self certificate or a certificate from the statutory auditor or cost auditor giving the percentage only of minimum local content and this self-certificate or certificate from statutory auditor or cost auditor shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>(3) In case only self-certificate as per para (2) above has been submitted, the Bidder shall also be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as specified in above referred notification/order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid submission to be a valid offer. Only percentage values & details as per the notification dated 25th February 2019 shall be mentioned in these certificates and no financial values shall be mentioned.</p> <p>This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked "Not to be Opened by Anyone except ED (Procurement)" at the following address:</p> <p>Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)</p> <p>(4) For sake of clarity, especially to the foreign bidders, 'Local Content' means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. Foreign bidders may achieve the specified percentage/value of local content by way of partnerships, cooperation with Indian companies, setting up production units in India or making joint ventures with Indian suppliers etc.</p> <p>(5) The technical offers of the Bidders who do not comply / submit the documentation as per above Para (2) and (3) shall be rejected and considered non-responsive and their financial offers shall not be opened.</p> <p>The minimum local content will further be certified for compliance of indigenous content by successful Bidder and reviewed during the design finalization stage.</p>	<p>It has been observed that the File No. AV-31020/47/2017-CNW-MOCA/ [Com. No. E-122603] dated 25th February 2019 is strictly for "Aviation" products circulated by the Ministry of Civil Aviation. The circular addressed is old and there is a latest updated circular No. P-45021/2/2017-PP (BE-II) dated 29th May 2019 in which Pg. No.3 Point No.5 clearly mentions that the Minimum Local Content shall ordinarily be 50%. Also as per Point No.6 Margin of Purchase Preference shall be 20% instead of 10% as mentioned in Point No.59 Pre Bid query response by MMRL. We would request you to please consider the updated circulars and revise the mentioned clause as per the Government of India guidelines. (Attached is the policy circular with highlighted points as mentioned above).</p>	Refer Addendum- 02 to this Corrigendum.
3	Part-1: Bidding Procedure, Section-III: Evaluation & Qualification Criteria	3.2	Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	With respect to subject mentioned above, we request you to consider last financial year i.e. 2019-20 against clause 3.2 of bid part 1 in turnover criteria. We draw you kind attention that the FY 2019-20 for all companies is audited and closed. Therefore we would request you to amend the clause no 3.2 considering FY 2019-20.	Tender condition prevails.

MAHARASHTRA METRO RAIL CORPORATION LIMITED
Pune Metro Rail Project

Date: 07Jul 2020

CORRIGENDUM-VIII

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020, **Corrigendum V** dated 27 May 2020, **Corrigendum VI** dated 19 Jun 2020, **Corrigendum VII** dated 29 Jun 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum VI	Revised Dates
Last date of Submission of Bids	09 Jul 2020 at 1600 Hrs	21 Jul 2020 at 1600 Hrs
Date of Opening of Bids	09 Jul 2020 at 1630 Hrs	21 Jul 2020 at 1630 Hrs

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

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Date: 17 Jul 2020

CORRIGENDUM-IX

Tender No.: P1-O&M-02/2020 dated 25 Feb 2020

Name of Work: Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020, **Corrigendum V** dated 27 May 2020, **Corrigendum VI** dated 19 Jun 2020, **Corrigendum VII** dated 29 Jun 2020, **Corrigendum VIII** dated 07 Jul 2020

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum VIII	Revised Dates
Last date of Submission of Bids	21 Jul 2020 at 1600 Hrs	5 Aug 2020 at 1600 Hrs
Date of Opening of Bids	21 Jul 2020 at 1630 Hrs	5 Aug 2020 at 1630 Hrs

B) Following documents shall be part of Corrigendum IX dated 17 Jul 2020:

1. Response to Pre-Bid Queries: One (01) page
2. Addendum-3 to Corrigendum IX: One (01) page
3. Annexure-A to Addendum-3: One (01) page



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

CORRIGENDUM - IX

Reponse to Pre-Bid queries					
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.				
Tender No.	P1-O&M-02/2020				
Item No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Reply to Bidder's queries
1	Part-1: Bidding Procedure Section-II: Bid Data Sheet	NIT	Cost of documents : INR 35,400/- (Rupees Thirty Five Thousand Four Hundred only) Tender Security: The total bid security amount shall be INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	Sir, we are sending you a Scan copy as we are NSIC Registered and are labile for Exemptions of EMD & Cost of Tender. Which all other Government Organisations are Accepting, kindly Consider the above matter. Also will appreciate it if the Tender can be extended for a period of 7 days.	MSME bidders registered with NSIC are exempted from Bid Security and cost of tender documents, subject to submission of the registration certificates.
2	Part-1: Bidding Procedure Section-II: Bid Data Sheet	NIT	Cost of documents : INR 35,400/- (Rupees Thirty Five Thousand Four Hundred only) Tender Security: The total bid security amount shall be INR 7,90,000/- (Seven Lakh Ninety Thousand Only)	Request for clarification regarding the EMD Exemption Certificate (NSIC/MSME). MSME registered bidder are exempted from Bid Security, subject to submission of the registration certificates.	
3	PART 3: Condition of Contract & Contract Form SECTION IX: Particular Condition of Contract	14	Contract Price and Payment	We request you kindly let us know about payment terms and reply our queries that as follows: a) How much advance payment we receive after the work order? b) How much payment we receive on complete delivery of tendered items? c) How much payment we receive on complete installation and commissioning of tendered items? 2. Also we request you please extend the tender due date for 10 days from current due date (9th of July 2020). Because of the current spread of COVID-19 pandemic, our office in Mumbai is not fully operational. We are working with minimum manpower capacity as per govt. guideline for safety. So we are able to complete all necessary paperwork and required documentation as per eligibility criteria of tender.	1. Bidder to note the following clarifications: a) Advance Payment of 10% (Ten Percentage) of the Accepted Contract, Bidder to refer clause 14. 2 of PCC (Part-A - Contract Data & Part B). b) & c) Refer Addendum- 03 to this Corrigendum. 2. Bidder to refer the e-tender portal for updates on the Tender submission & opening date.
4	Part-1: Bidding Procedure, Section-III: Evaluation & Qualification Criteria	3.1	Financial Capabilities (Liquidity / Working Capital): Forms FIN-3.1, FIN-3.3 and FIN-3.5	MAHA-METRO Tender No. P1-O&M-02/2020 Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria As per clause no. 3. Financial Situation and Performance, must met requirement for single entity. But this form Fin-3.5 is not available in tender document Part-1: Bidding Procedure . Kindly look into it and do the needful/release the corrigendum regarding the same with tender date extension for one week.	1) Refer Addendum- 03 to this Corrigendum. 2) Bidder to refer the e-tender portal for updates on the Tender submission & opening date.
5	Addendum -02, Part-1: Bidding Procedure Section-II: Bid Data Sheet	1.5	(3) The Bidder shall be required to provide a certificate from the Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant giving the percentage only of minimum local content and this certificate from Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant shall be attached with the bid uploaded in technical section of e-tender portal. Only percentage values & details as per the notification dated 26th February 2019 & 4th June 2020 shall be mentioned in these certificates and no financial values shall be mentioned. The Bidder can also provide a certificate from the Statutory Auditor or Cost Auditor of the company (in case of companies) or from a practicing Cost Accountant or practising Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content & details as specified in above referred notification/order after the Last Date stipulated for Bid Submission but within 15 days from the Last Date stipulated for Bid Submission (For example, if the Last Date stipulated for Bid Submission is 15.12.2019, the certificate has to be submitted on or before 30.12.2019 during office hours). In case the certificate is not received within the stipulated time and duly signed by the person as above, the offer will be considered non-responsive and rejected; and the financial bid of such bidders shall not be opened. This local content should be greater than or equal to the minimum local content specified in Para (2) above for the bid submission to be a valid offer. Only percentage values & details as per the notification dated 26th February 2019 & 4th June 2020 shall be mentioned in these certificates and no financial values shall be mentioned. This Certificate shall be submitted physically in hard copy in the office of ED(Proc)/Pune duly marked "Not to be Opened by Anyone except ED/GM (Procurement)" at the following address: Executive Director / General Manager (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED, 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001 (INDIA)	Corrigendum VII, Addendum No. 02 dated 29th June 2020 – Corrigendum was issued on 28th June 2020. As per the clause, the "Make in India" minimum local content and this certificate from Statutory Auditor or Cost Auditor or practicing Cost Accountant or practicing Chartered Accountant shall be attached 15 days prior to bid submission. Counting 15 days from 29th June is 13th July. Tender due date is 9th of July. So this 15 day clause cannot be met by any party.	1. Tender condition prevails. (The dates mentioned as example are for illustration purpose only). 2. Bidder to refer the e-tender portal for updates on the Tender submission & opening date.
6	Part-1: Bidding Procedure Section-III: Evaluation & Qualification Criteria	3.2	Average Annual Turnover: Minimum average annual turnover of INR 10.5 Crore, calculated as total certified payments received for contracts in progress and/or completed within the last 5 [five] years, divided by 5 [five]	Bidder's Request: In the tender it mentions that the bidder should have INR 10.5 cr turnover in the last 5 years namely – FY 14-15, FY 15-16, FY 16-17, FY 17-18 and FY 18-19. Since the tender notice was published on 25th Feb 2020, FY 19-20 was not closed. Now FY19-20 year for all companies is audited and closed. So we request you to consider FY19-20 in calculation of average turnover. So the years would be FY 15-16, FY 16-17, FY 17-18, FY 18-19 and FY19-20.	Tender condition prevails.
7	PART 3: Condition of Contract & Contract Form SECTION IX: Particular Condition of Contract	14	Contract Price and Payment	Since the tender document as well as the latest corrigendum have not clarified the detailed bifurcation of payment. We hereby request you to kindly clarify the same as without getting clarity on exact payment terms it is very tough to make financial proposal hence request you to kindly clarify or consider the payment terms in percentage manner as suggested below: - Advance% against delivery of the equipment viz. XBIS/DFMD/HHMD etc. - Balance% against Installation, Commissioning and handover.	Bidder to refer response to sl. no. 3 of this Corrigendum.

Addendum No. 03					
Name of Work	Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.				
Tender No.	P1-O&M-02/2020				
Pre Bid Query No.	Part No.	Section ref.	Clause No.	Existing Description	Revised Description
3	PART 3: Condition of Contract & Contract Form	SECTION IX: Particular Condition of Contract	PCC 14.7 Payment (Part-B)	Nil	Add following at the end of the Sub-Clause GCC 14.7: 1) Payment against Supply of equipment (PART IV: Financial Bid & Bill of Quantity, Annexure-A, Schedule-A of Sr.No.1. X-ray Baggage Scanner/ Sr.No.3 Door Frame Metal Detector/ Sr.No.5. Hand Held Metal Detector/ Sr.No.6. Q-Manager/ Sr.No.7. Ladies Frisking Booth) shall be paid as per below: a) Supply of equipments at Station - 70%. b) Successful completion of Installation / Testing & Commissioning - 20%. c) On completion of Successful operation of the equipments for a period of 3 months after Commissioning - 10%. 2) Payment against (PART IV: Financial Bid & Bill of Quantity, Annexure-A, Schedule-A of Sr.No.2. Installation, Testing and Commissioning of X-ray Baggage Scanner / Sr.No.4. Installation, Testing and Commissioning of DFMD) shall be paid 100%. 3) Payment against (PART IV: Financial Bid & Bill of Quantity, Annexure-A, Schedule-A of Sr.No.8. Training of Maha-Metro official) shall be paid 100% upon completion of training based on actual man day's of completed training.
4	1	Section - III	31. Financial Capabilities (Liquidity / Working Capital): Forms FIN-3.1, FIN-3.3 and FIN-3.5	-	Bidder to refer Annexure-A to this Corrigendum for form FIN-3.5.

Annexure- A

Form FIN – 3.5:**Bid Capacity****Bid Capacity Calculation of Single Entity or Members of Consortium/JV**

S. No	Each Member Name	Maximum of the value of works executed in any one year during the last five financial years (updated to Bid submission date; price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).	Value [at price level as on the twenty eight (28) days prior to 'date for Bid submission' (refer Bid Data Sheet)] of existing commitments and on-going works to be completed during next 'N' years starting from the twenty eight (28) days prior to 'date for Bid submission'	No. of years prescribed for completion of the work	Bid Capacity (Rupees in Crores)	Remarks
		A	B		(2*A*N) - B	

Note: The Bidder shall submit this form duly certified by Statuary auditor

MAHARASHTRA METRO RAIL CORPORATION LTD.
PUNE METRO RAIL PROJECT

DATE 04 Aug 2020

Corrigendum – X

TENDER NO.: P1O&M-02/2020 dated 25 Feb 2020

Name of Work Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 25 Feb 2020, **Corrigendum I** dated 20 Mar 2020, **Corrigendum II** dated 01 Apr 2020, **Corrigendum III** dated 20 Apr 2020, **Corrigendum IV** dated 06 May 2020, **Corrigendum V** dated 27 May 2020, **Corrigendum VI** dated 19 Jun 2020, **Corrigendum VII** dated 29 Jun 2020, **Corrigendum VIII** dated 07 Jul 2020, **Corrigendum IX** dated 17 July 2020

A) Extension of Bid Submission Date & Opening Date as under:

Activity (Event)	As per Corrigendum-IX	Revised Dates
Last Date of Submission of Bids	05 Aug 2020 at 1600 Hrs	18 Aug 2020 at 1600 Hrs
Date of Opening of Bids	05 Aug 2020 at 1630 Hrs	18 Aug 2020 at 1630 Hrs

B) Following documents shall be part of Corrigendum X dated 04 Aug 2020:

1. Response to Pre-Bid Queries: Two (02) pages
2. Addendum-4 to Corrigendum X: One (01) page



[Handwritten Signature]
4-08-2020

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

CORRIGENDUM - X

Addendum No. 04						
Name of Work	Supply, installation, Commissioning, Training and CAVC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Ladies frisking booth for 30 nos. of Stations of Pune Metro Rail Project.					
Tender No.	P1-O&W-02/2020					
Pre Bid Query No.	Part No.	Section ref.	Clause No.	Existing Description	Revised Description	
6	I	I	ITB 11.2	Bidding by any new JV/Consortium is not allowed. However, any existing JV/Consortium or any existing JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity.	New JV/Consortium or any existing JV is allowed meeting the eligibility criteria in Section-III: Evaluation & Qualification Criteria. In case of JV / Consortium, full value of the work, if done by the same JV / Consortium or any of members of the JV / Consortium shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / Consortium shall be considered.	



CORRIGENDUM - X

Item No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Reply to Bidder's queries
5	Part-1: Bidding Procedure Section-II: Instruction to Bidders	Eligible Bidders 4.1	A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.3—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.	As per Part-1 of the tender documents, most of the places you have mentioned JV/consortium but on Page no. 3 of the Section-I, clause no. 4.1 Eligible Bidder:- A Bidder may be a firm that is a private entity, a government owned entity—subject to ITB 4.3—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. You have not mentioned consortium word because consortium is different against JV. A consortium is formed by contract, which delineates the rights and obligations of each member. A consortium is an association of two or more individuals, companies, organizations etc with the objective of participating in a common activity or pooling their resources for achieving a common goal. Wherein A joint venture (often abbreviated as JV) is an entity formed between two or more parties to undertake economic activity together. The parties agree to create a new entity by both contributing equity, and they then share in the revenues, expenses, and control of the enterprise. Please clarify on the above and request you to please allow the consortium as well, please add consortium word in 4.1 Eligible Bidder.	IV/Consortium may participate in the bid subject to meeting the criteria as mentioned in the Section III, Evaluation & Qualification Criteria.
6	Part-1: Bidding Procedure Section-II: Bid Data Sheet	ITB 11.2	Bidding by any new JV/Consortium is not allowed. However, any existing JV, who possess the experience certificate in the name of JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity. Please clarify this point. As per our understanding said point is restricted to bid for the new consortium/JV, only existing JV can be bid for this opportunity. If there are 2-3 companies' wants to bid this tender together in consortium then they can't bid as consortium is formed only to one specific Project/tender and for new every project/tender new consortium will be formed.	As per Page no. of the Section -II, clause no. ITB 11.2 Bidding by any new JV/Consortium is not allowed. However, any existing JV, who possess the experience certificate in the name of JV/Consortium itself, can participate in the bid. Such existing JV shall be treated as a single entity. Please clarify this point. As per our understanding said point is restricted to bid for the new consortium/JV, only existing JV can be bid for this opportunity. If there are 2-3 companies' wants to bid this tender together in consortium then they can't bid as consortium is formed only to one specific Project/tender and for new every project/tender new consortium will be formed.	Bidder to refer Addendum 4 to this Corrigendum.
7	Part-1: Bidding Procedure Section-IV: Bidding Form	5.1 Form EU -1.1, 5.2 Form EU -1.2, 5.3 Form CON 5.4 Form FIN -3.1, 5.9 Form EXP -4.2(a)	5.1 Form EU -1.1 (Bidder Information Form); 5.2 Form EU -1.2 (Bidder's JV Information Form); 5.3 Form CON -2 (Historical Contract Non-Performance, Pending Litigation and Litigation History); 5.4 Form FIN -3.1 (Financial Situation and Performance); 5.9 Form EXP -4.2(a) (Specific Work Experience)	As per Annexure- A revised forms— Form no. 5.1 (Bidder information form), Form no. 5.2 (Bidder JV's Information form), Form no. 5.3 (Historical Contract Non Performance, Pending Litigations and Litigations history), Form no. 5.4 (Financial Situation and Performance), Form no. 5.5 (Average Annual Turnover), Form no. 5.9 (Specific work experience) etc only JV word is written No JV/consortium word is written. It's very confusing to everyone whether consortium is allowed or not.	Bidder to refer as JV/Consortium wherever the JV is mentioned.



Reponse to Pre-Bid queries

Supply, Installation, Commissioning, Training and CAMC of X-ray Baggage Scanner, Door Frame Metal detector (DFMD), Hand Held Metal detector (HHMD), Q-Managers and Lanes Fixing booth for 30 nos. of Stations of Pune Metro Rail Project.

Name of Work Tender No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Reply to Bidder's queries
1	Part-1: Bidding Procedure, Section III: Evaluation & Qualification Criteria		<p>Form FIN – 3.5: Bid Capacity</p> <p>Form FIN – 3.5: Bid Capacity</p> <p>The available bid capacity shall be more than INR 14.2 Crore</p> <p>Bid capacity will be calculated based on the following formula:</p> $\text{Capacity} = 2^*A^*N - B$ <p>Where:</p> <p>A = Maximum of the value of works executed in any one year during the last five financial years (updated to Bid submission date; price level)</p> <p>assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).</p> <p>N = No. of years prescribed for completion of the work = 36 months = 3 years</p> <p>B = Value (at price level as on the twenty eight (28) days prior to 'date for Bid submission' (refer Bid Data Sheet)) of existing commitments and on-going works to be completed during next 'N' years starting from the twenty eight (28) days prior to 'date for Bid submission'</p> <p>Financial data for latest last five financial years has to be submitted by the Bidder along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.</p> <p>The maximum value of works executed in any one year during last five (5) years ('A' in the above formula) shall be the maximum turnover of works executed in any one (1) financial year during the last five (5) financial years. Financial year as applicable in the country of origin of the bidders would be considered.</p> <p>The value of existing commitments ('B' in the above formula) as furnished Form FIN-3.4 shall be considered. The 'twenty-eight (28) days prior to date for Bid submission' means for e.g., if 'date for bid submission' is 18.04.2018, then 'twenty eight (28) days prior to date for Bid submission' will be 21.03.2018 and next 3.5 years period will be period up to 21.09.2021. These data shall be certified by the Chartered Accountant with his stamp and signature.</p> <p>In case of a Joint Venture/Consortium, the evaluation against the above eligibility criteria will be done in totality (i.e. algebraic aggregate of evaluation of each member) and not as individual member.</p>	<p>We would like to submit that as per Clause 3.5 Bid Capacity of Section III: Evaluation & Qualification Criteria (Page 11), it is mentioned that the data shall be certified by Chartered Accountant with his stamp and signature. However, FIN 3.5 calls for certification from Statutory Auditor</p> <p>Therefore, it is requested to kindly amend the clause as form duly certified by Statutory auditor or Cost Auditor or Practicing Cost Accountant or Practicing Chartered Accountant, as required in the minimum local content certificate (Make in India) as per Addendum no. 02 to Corrigendum VI dated 29.06.2020</p>	<p>bidder to submit the Form FIN 3.5 duly certified by Statutory auditor.</p> <p>tender condition prevails.</p>
2	Corrigendum-IX and Annexure A, Part-1: Bidding Procedure Section III: Evaluation & Qualification Criteria	Clause No. 3.5		<p>As we are not getting clarity on consideration of years for bid capacity calculation as it should be No. of Completion years for ongoing work, or No. Of year for this tender completion. Request you to kindly clarify.</p>	<p>Bidder to refer no. of years (N) for this tender completion i.e. 36 months (3 years) for the purpose of calculation of the Bid Capacity as per the formula provided in the tender.</p>
3	Corrigendum-IX	Sl. No. 1	<p>MSME bidders registered with NSIC are exempted from Bid Security and cost of tender documents, subject to submission of the registration certificates.</p>	<p>As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits available vide Public Procurement Policy MSEs Order, 2012.</p> <p>a. District Industries Centers (DIC)</p> <p>b. Khadi and Village Industries Commission (KVIC)</p> <p>c. Khadi and Village Industries Board</p> <p>d. Coir Board</p> <p>e. National Small Industries Corporation (NSIC)</p> <p>f. Directorate of Handicraft and Handloom</p> <p>g. Any other body specified by Ministry of MSME</p> <p>Hence request you to kindly facilitate the tender Fee & EMD Exemption for MSME registered companies with MSME-UAN & DIC as well.</p>	<p>The MSEs who are registered with District Industries Centers (DICs) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / National Small Industries Corporation (NSIC) / Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MSME) are exempted from Bid Security and cost of tender, subject to submission of the registration certificates.</p>
4	Part-2 (Work Requirement)- Section VII-B: Work Requirement Particular Specification – X-ray Baggage Scanner	43	<p>Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours penalty @ 2000/day shall be levied for additional delay in rectification of machine. This will be applicable during DLP & CAMC period both.</p>	<p>As we did not get clarity on maximum penalty upper cap, request you to confirm that the upper cap will be max of 10% of the contract value as per standard.</p>	<p>As these are safety related equipment's and availability of these machines during DLP & CAMC shall be 99%. The Bidder (Contractor) is required to make necessary arrangements to facilitate and maintain the operational requirements of these equipments within stipulated time in tender/Contract. Thus, there is no upper cap on penalty.</p>