



PUNE METRO

MAHARASHTRA METRO RAIL CORPORATION LIMITED

PUNE METRO RAIL PROJECT

CIN: U60100MH2015SGC262054

Off.: 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001
Telephone: 020-26051074

No./Maha-Metro/PMRP/P1/RS-03/2021/ 2014

Date: - 10 Aug 2021

To,

M/s Society for Applied Microwave Electronics Engineering & Research EMC Centre

EMC Centre, Sector 7, Raintree Marg, CBD Belapur,

Navi Mumbai-400 614.

E-Mail: emcdivision@sameer.gov.in

Kind Attention: Mr. Gyanendra Verma, In-Charge/Customer Care Cell, Authorized Representative.

Subject: - Submission of Budgetary Offer for conducting EMI-EMC test (as per EN 50238-3:2013) of Rolling Stock with Axle Counters in Pune Metro Rail Project.

Name of Work: - Appointment of Agency for conducting EMI-EMC test of Rolling Stock with Axle Counters in Pune Metro Rail Project.

Tender No.: P1/RS-03/2021

As you are aware that Maha-Metro had engaged M/s SAMEER EMC Centre for conducting EMC/EMI test for CRRC make trains in Nagpur Metro Rail Project.

Maha-Metro is further planning to engage M/s SAMEER EMC Centre for conducting EMI-EMC test (as per EN 50238-3:2013) of Rolling Stock with Axle Counters in Pune Metro Rail Project.

You are requested to submit the budgetary offer along with the requisite documents for "Conducting EMI-EMC test of Rolling Stock with of Axle Counters in Pune Metro Rail Project" as per the attached Terms of Reference. You are requested to submit the bid in a **sealed envelope** on or before **20 Aug 2021** along with the seal of company & signature of authorized person on all the pages of the Document (Including Tender Documents & Annexures, issued by Maha-Metro). Terms of Reference for subject contract is attached with this letter.

You are requested to submit complete offer to this office at address mentioned below:

Address:

Executive Director (Procurement & Contracts)

101, The Orion, Opposite Don Bosco Youth Centre,

Koregaon Park, Pune- 411001.

Email id: tenders.pmrp@mahametro.org

Phone no: 020-26051074



**ED (Procurement & Contracts), PMRP
For and on Behalf of Maha-Metro Rail Corporation Ltd.**

Copy to: (i) Director, RSS&OP, Maha-Metro for kind information.

(ii) ED/RS, PMRP, Maha-Metro for information and necessary action.



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

**Appointment of Agency for conducting EMI-EMC test of Rolling Stock with Axle
Counters in Pune Metro Rail Project**

CONTRACT NO. P1/RS-03/2021

MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)


(A joint venture of Govt. of India & Govt. of Maharashtra)

**101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001**

Email: tenders.pmrp@mahametro.org

Website: www.punemetrorail.org

Tel.: 020-26051072

 <p>महा मेट्रो PUNE METRO</p>	<p>MAHARASHTRA METRO RAIL CORPORATION LIMITED (A joint venture of Govt. of India & Govt. of Maharashtra) (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune-411001 E-mail: tenders.pmrp@mahametro.org Website: www.punemetrorail.org</p>
<p>TENDER NO. P1/RS-03/2021 (Single Tender) Dt. 10.08.2021</p>	
<p><u>NAME OF WORK:-</u></p>	
<p>Appointment of Agency for conducting EMI-EMC test of Rolling Stock with Axle Counters in Pune Metro Rail Project.</p>	
<p>Completion Period</p>	<p>Six (06) weeks from the date of issue of LOA.</p>
<p>Document issue</p>	<p>10.08.2021</p>
<p>Bid Securing Declaration</p>	<p>Bidder shall submit Bid Securing Declaration as per the format given in Annexure 14 for Bid Securing Declaration of Bid documents along with its Bid.</p>
<p>Date & Time of submission of Tender</p>	<p>Submission of tender in hard copy with all required enclosures till 16.00 Hrs. On 20.08.2021 at the under given office.</p>
<p>Date & Time of Opening of Tender</p>	<p>On 20.08.2021 at 16.30 Hours at 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.</p>
<p>Authority to seeking clarifications and submission of completed tender document.</p>	<p>ED (Procurement & Contracts), 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001. E-mail: tenders.pmrp@mahametro.org Website: www.punemetrorail.org Telephone: 020-26051072</p>

**Executive Director (Procurement & Contracts),
Maha-Metro/Pune**

1. INTRODUCTION:

Maharashtra Metro Rail Corporation Limited is a Special Purpose Vehicle (SPV) responsible for implementing **Pune Metro Rail Project** which includes construction of Viaduct, tunnel, Metro Stations, Depots and other structures for operational requirements. Pune Metro Rail Project is consisting of 33.264 km metro corridor, 30 stations and 2 depots. The entire stretch will be divided into 2 alignments or corridors known as North-south corridor and East-west corridor.

The Signalling and Train Control System work of PMRP has been awarded to Consortium of M/s Alstom Transport India Limited and M/s Alstom Transport SA. The scope of work under the Contract is Design, Manufacture, Supply, Installation, Testing and Commissioning of Signalling System.

The Rolling Stock contract of PMRP has been awarded to Consortium of M/s Titagarh Wagons Limited and M/s Titagarh Firema S.p.A. The scope of work under the Contract is Design, Manufacture, Supply, Testing and Commissioning of 34 nos. of Passenger Rolling Stock (Electrical Multiple Units) and Training of Personnel.

4 nos. of trainsets of M/s CRRC make have been transferred from Nagpur Metro Rail Project (NMRP) to Pune Metro Rail Project (PMRP) for commissioning of priority section.

2. DEFINITION:

- 2.1 "Applicable law" means the laws and any other instruments having the force of law in the Employer country.
- 2.2 "Bidder" or "Tenderer" means "Consultant" or "Agency" who is intended to participate in submission of Bid Documents for this work.
- 2.3 "Contract" means a legally binding written agreement signed between the Employer and the Bidder.
- 2.4 "Contract Price" shall be the accepted the contract amount, inclusive of cost of all test materials, all consumables, wages, stationary, local travel, outside tour & travel, lodging, boarding, insurance, taxes and all unforeseen expenses inclusive of all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. and any tax to be deducted at source.
- 2.5 "Base Date" shall be 28 (Twenty-Eight) Days prior to the final date of submission of bid.
- 2.6 "Employer" means MAHA-Metro, the implementing agency that signs the Contract for the Services with the selected Bidder.
- 2.7 "Engineer" means General Consultants to Maha-Metro or any person nominated or appointed from time to time by the MAHA-METR for the purpose of the said works.

- 2.8 “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.
- 2.9 “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 Consultant’s proposal.
- 2.10 “LOA” means the Letter of Acceptance sent by the Employer.
- 2.11 “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

3. BIDDING CRITERIA OF PRE-QUALIFIED BIDDER

- 3.1. This is a Single Tender. Bid documents will be issued to pre-qualified bidder having similar experience of conducting test and has proven expertise/experience in providing similar services.
- 3.2. The pre-qualified (Invited bidder) cannot sublet the bidding right to any other bidder or entity or Person or franchisees.
- 3.3. Only prequalified invited bidder is permitted to participate in this bid with the same entity, represented by authorized signatory and empowered by Power of Attorney & board resolution of company/firm.
- 3.4. Any entity which has been barred by the Government of India, any State Government, World Bank, a statutory or a public sector undertaking, local government body as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 3.5. A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved.
- 3.6. A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to Consulting services for the preparation or implementation of a project that if provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Service Provider’s obligations under a turnkey or design and build contract.

- (a) A firm that has a close business relationship with the Employer's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
- (b) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid. A firm (including its affiliate), if acting in the capacity of a Sub-Service Provider in one Bid, may participate in other Bid, only in that capacity.
- (c) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4. INSTRUCTION TO BIDDER

4.1. PREPARATION OF PROPOSAL:

- 4.1.1.** In preparing the Proposal, the Bidder is expected to examine the tender documents in detail. Material deficiencies in providing the information requested in the tender documents may result in rejection of the Proposal.
- 4.1.2.** The Bidder shall bear all costs associated with the preparation and submission of their Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 4.1.3.** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be in **English language**. The Proposal shall comprise the documents and forms as listed in Annexure-3.
- 4.1.4.** MAHA-METRO reserves the right to cancel or modify the requirement/Scope of work / terms & condition prior to the date of submission of Bid by issuing a Corrigendum / Addendum to shortlisted bidder or withdraw and cancel entire bidding process prior to award of work to successful bidder.
- 4.1.5.** In case of cessation of requirement of this work, Maha-Metro reserve the right to withdraw or cancel the entire bid process prior to award of work. Maha-Metro shall not compensate any cost incurred towards bidding or damages to bidder under the above circumstances.

4.2. BID SECURITY DECLARATION:

- 4.2.1** The Bidder shall furnish as part of its Bid, a Bid Security Declaration as per the format given in Annexure- 14.
- 4.2.2** The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that if Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document then the Bidder will be suspended from being eligible for Bidding in

any contract with Maha-Metro for the period of time of one year starting from the date of such notification by Maha-Metro.

- 4.2.3 The Bidder shall be liable for disqualification and suspension from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year under any of the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b. If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
 - c. If a Bidder imposes any condition within the Bid validity period or the extended period;
 - d. If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year.
 - e. In the case of Selected Bidder, if it fails within the specified time limit:
 - I. to sign and return the duplicate copy of LOA unconditionally;
 - II. to sign the Contract Agreement, without imposing any conditions; or
 - III. to furnish the Performance Security
 - f. In case the Selected Bidder, before signing the Contract Agreement, commits any breach hereof.

4.3. BID VALIDITY:

- 4.3.1. The period during which the Bidder's Proposal must remain valid after the Proposal submission deadline is 30 Calendar days. During this period, the Bidder shall maintain its original Proposal without any change.
- 4.3.2. The Employer will make its best effort to complete the bidding process within the proposal's validity period. However, should the need arise, the Employer may request, in writing, Bidder who submitted Proposals to extend the Proposals' validity. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

4.4. BID SUBMISSION PROCESS:

- 4.4.1. The bid should be submitted in "One Sealed Envelope" as per "Annexure - 3: Bid Submission".
- 4.4.2. The said envelope to be submitted physically in the tender box at following office of MAHA-METRO at Pune, address given below:
- Executive Director / Procurement & Contracts**
MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001
Email: tenders.pmrp@mahametro.org
Website: www.punemetrorail.org

4.4.3. Place, Date and time of opening of Bid:**(a) Place:**

MAHARASHTRA METRO RAIL CORPORATION LIMITED
Pune Metro Rail Project
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune-411001

(b) Date and Time of opening: As per NIT

4.4.4. Tender/bid must contain the name, office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

4.4.5. Un-signed & un-stamped bid shall not be accepted.

4.4.6. All pages of the bid being submitted must be signed and sequentially numbered by the Bidder irrespective of the nature of content of the documents.

4.4.7. Bid NOT submitted as per the specified format and nomenclature will be rejected outright.

4.4.8. Ambiguous bid will be rejected outright.

4.4.9. MAHA-METRO will NOT be responsible for any delay on the part of the vendor in submission of the bid.

4.4.10. The bidder to quote their fixed Lump sum price in **Annexure – 5**.

4.4.11. Bidder shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.

4.4.12. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be outrightly rejected. Conditional tender shall NOT be accepted on any ground and shall be rejected straightway.

4.4.13. No deviation from the tender specifications & terms and conditions will be accepted.

4.4.14. The offers submitted by fax/ E-mail etc., shall NOT be considered. No correspondence will be entertained on this matter.

4.5. BID OPENING PROCESS:

Bid of the Bidder will be opened by a nominated committee of Maha-Metro in presence of the bidder's representatives, if any subsequently for further review.

4.6. BID REVIEW PROCESS:

- 4.6.1. The Proposal of Bidder will be reviewed by a duly constituted Tender evaluation and appraisal Committees.
- 4.6.2. The quoted price by bidder shall be in Indian Rupees (INR) only. Bidder will be selected for the award of work.
- 4.6.3. Bidder, if meeting all requirements shall be assessed as per the "Annexure-6 and will be selected.
- 4.6.4. No enquiry shall be entertained from the Bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful Bidder. However, the Committee/its authorized representative and office of MAHA-METRO can make any enquiry/seek clarification from the Bidder, which it must furnish within the stipulated time else bid will be rejected.

4.7. Letter of Acceptance (LOA):

Successful bidder shall be awarded Letter of Acceptance for execution of the contract. The said LOA will constitute a binding contract between Bidder and MAHA-METRO till the formal Contract Agreement is signed.

5. GENERAL TERMS AND CONDITIONS:

- 5.1 Bidder is prohibited to make any changes in the formats/annexures mentioned in the contract. Such modifications, if noticed in the submission, shall lead to Bid getting disqualified.
- 5.2 Where corrections are necessary, the same must be brought to notice of MAHA-METRO prior to submitting the bid.
- 5.3 The Bidder shall treat the contents of the tender documents as private and confidential (Annexure-16).
- 5.4 In the event of the Bidder's business or its concerned division is taken over /bought over by another party, all the obligations and execution responsibilities under the tender with MAHA-METRO shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party / agency.
- 5.5 The selected Bidder should not assign or sublet or subcontract the said work or any part of it to any other agency. The penalty for non-compliance shall be revoking the work and encasing of Performance Guarantee as well as MAHA-METRO will get complete the work from any other agency at the cost, risk & responsibilities of the Bidder.
- 5.6 MAHA-METRO reserves the right to reject the tender and/or to accept the tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected Bidder or anybody

else. The decision of the MAHA-METRO in this regard shall be final & binding on all the participating Bidder.

- 5.7 Bidder should submit an undertaking on affidavit (Annexure-11) that the company/ firm has not been black listed by any court of law or any Govt./Central Autonomous bodies/PSU and in future if it takes place the Bidder shall be liable to inform MAHA-METRO forthwith. The decision of MAHA-METRO arrived during the various stages of the evaluation of the bid is final and representation of any kind shall not be entertained on the above. In case the selected Bidder is found in-breach of any condition(s) of tender, at any stage later the legal action as per rules/laws, shall be initiated against the Bidder and Performance Guarantee if applicable as the case may be shall be forfeited. If such a scenario arises prior to signing of Contract Agreement, the Bidder will be suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year starting from the date of such notification by Maha-Metro.
- 5.8 MAHA-METRO reserves the right to revoke the work if the work executed by the selected Bidder is of sub-standard quality and also MAHA-METRO has the right to place the work with any other agency at the costs, risks and responsibilities of the selected Bidder and excess expenditure incurred on account of this could be recovered from the Performance Guarantee.
- 5.9 Canvassing or any attempt to influence the bid or bidding process or its outcome by bidder shall lead to disqualification. Such bidder may be barred to participate in present or future tender of Maha-Metro.
- 5.10 MAHA-METRO will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the Bidder and Engineers decision in such matter shall be final & binding on the Agency.
- 5.11 Submission of fake, forged or fabricated document and information with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & termination of contract even after award of the work.
- 5.12 The bidder has to submit declaration as per Annexure-15 (Undertaking for Bidding Documents).

6. SCOPE OF WORK:

6.1 Brief scope of work:

The agency carrying out EMI-EMC test of Rolling stock with Axle Counters shall be responsible for carrying out measurement of Harmonic rail current, magnetic field emissions and checking the compatibility between axle counters with rolling stock as per rail current limits, magnetic field emission limits defined in EN 50238-3, the agency shall submit the test report covering the above.

The Works of the Signaling and Train Control System will be carried out by the S&TC Agency. The S&TC contract has been awarded to Consortium of M/s Alstom Transport India limited and Alstom Transport S A.

Four (4) nos. of trainsets of M/s CRRC make have been transferred from Nagpur Metro Rail Project (NMRP) to Pune Metro Rail Project (PMRP) for commissioning of priority section.

The detailed Terms of Reference (TOR) are attached as **Annexure-18**.

Agency may also be required to submit additional details related to test, if required by the statutory authority within 90 days after submission of final test report.

6.2 Duration of Contract:

The contract shall be for a period of **6 weeks** from the date of issue of Letter of Acceptance (LOA). Extension to completion period may be further extended by Engineer/Employer after written request of the Agency citing valid reasons beyond his control.

6.3 Work Schedule:

After award of LOA, the Agency has to submit the time bound program in the form of Bar Chart. The program shall be reviewed by Engineer, if found not satisfactory, the changes suggested by Engineer shall be incorporated & subsequently to be approved by Engineer. The Agency must ensure execution of the work in a time bound manner, strictly in line with program approved by the Engineer.

6.4 Awarded Cost

The awarded cost shall be in Indian Rupees (INR) and includes cost of all test materials, all consumables, wages, stationary, local travel, outside tour & travel, lodging, boarding, insurance, taxes and all unforeseen expenses inclusive of all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. and any tax to be deducted at source.

7. PERFORMANCE GUARANTEE:

7.1 Bidder to furnish the Performance Guarantee of 3% of the accepted Contract Price in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank of Indian or Foreign origin (Excluding Co-operative Bank) having business office in India. The pro-forma for the guarantee is included in these documents as Annexure 17. The Performance Guarantee should be submitted immediately after the Agency receives the letter of acceptance, but not later than the date of agreement is signed between the parties.

7.2 The Performance Guarantee shall remain valid up to 28 days beyond technical support as mentioned in clause 6.1.

8. CONTRACT AGREEMENT:

- 8.1 Successful bidder has to sign Contract Agreement within 07 days from the date of issue of LOA.
- 8.2 The format for the same shall be as per Annexure-13.
- 8.3 Contract Agreement to be signed on a non-judicial stamp paper of **INR 500**. 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 Agency.

9. SCHEDULE OF PAYMENTS AND MILESTONES:

MAHA-METRO shall make payments to the Agency based on the stage payments as shown below. The stage payments shall be made on completion of the corresponding activities after necessary deductions. The percentages are for amount quoted in each currency.

S N	Activity completed	Reference clause as per TOR	Stage of payment of Lump Sum	Progress schedule (weeks from date of letter of acceptance)
A	B	C	D	E
1	Completion of data collection at Site including Submission and approval of Test procedure	Annexure-18	50%	4
2	Submission and approval of Draft EMI-EMC test report		25%	5
3	Submission and approval of Final EMI-EMC test report		25%	6
Total			100%	

Note:-

1. No Advance shall be payable under this Contract.
2. Agency should comply with the above completion schedule for EMI-EMC contract or any amendments therein as per Employer's Requirements (Scope of Services).
3. The Employer/ Engineer may impose Liquidated Damages (LD) of suitable amounts in case of non-performance for the milestones provisioned above. 0.1% of the Contract Price may be levied per day of delay of the above stated timeline. The maximum limit of LD imposition under the Contract shall be 10% of Contract Price.
4. All payments to the Agency for all currency 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 be applicable to the final bill.
5. All Logistics arrangements of test platform, Diesel Generator, loading- unloading, adequate

lighting, along with requisite labour support at site shall be provided by MAHA-METRO.

6. Approvals from local body & test site for testing at site shall be the responsibility of MAHA-METRO.

10. FORCE MAJEURE:

If at any time, during the execution of the Work, the performance in whole or in part by either party of any obligation under the Work is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts/lockdowns, Epidemic or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to revoke/refuse to execute the Work, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this Work is prevented or delayed by reason of any such event for a period exceeding 60 days, the Agency may at his option, revoke the Work.

10.1 DEFAULT IS SAID TO HAVE OCCURRED IF:-

- 10.1.1 The Agency fails to complete the work within the time period(s) specified in the Contract or any extension thereof granted by MAHA-METRO.
- 10.1.2 The quality of services and deliverables is not as per scope of work and standard practices of MRTS Industry.
- 10.1.3 If the Agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from MAHA-METRO (or takes longer period in spite of what MAHA-METRO may authorize in writing), MAHA-METRO may revoke the Work in whole or in part.
- 10.1.4 The Agency fails to perform any other obligation(s) under the Work.

11. TERMINATION

- 11.1 The Agency should note in particular that without prejudice to the Employer's other rights under the Contract, the Employer may terminate the Contract by serving ten (10) Days' notice in the event of:
 - 11.1.1 If the works is accepted but the Agency fails to submit the Performance Guarantee or other specified documents or fails to execute the Contract Agreement.
 - 11.1.2 If the Agency fails to fulfil the contractual obligation as specified in the bid document.

- 11.1.3 If the Agency fails to complete the work under specified period or extended period as agreed by Maha-Metro.
- 11.1.4 If the quality of services or deliverables are not as per standards & ethics of professional practices of MRTS.
- 11.1.5 If Agency or its staff involve in any financial or professional malpractices, illegal activity in the premises or working area of Maha-Metro.
- 11.2 In event of receipt of termination letter, either by post or through notified E-Mail of Agency, as mentioned in its submission / letter of correspondence, Agency shall immediately stop the work and intimate Maha-Metro about the same.
- 11.3 Upon termination the acceptable work done by Agency shall be examined by Maha-Metro and paid within 60 Days (If admissible).
- 11.4 The Performance guarantee shall be forfeited by Maha-Metro, in event of Termination of Contract.

12. ARBITRATION:

- 12.1 Parties shall make every effort to resolve any contentious aspect amicably by direct negotiation towards any disagreement, confusion, lack of understanding or dispute arising between them under or in connection with the Work.
- 12.2 If any unresolved dispute shall arise between parties on aspects either covered or not covered in the LOA, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to an arbitrator, appointed from the panel of approved arbitrators of MAHA-METRO. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act, 1996 and its further amendments (If any) and the rules there under and any statutory modification or re- enactment, thereof. The arbitration proceedings shall be held in Pune.
- 12.3 The Authority to appoint the arbitrator(s) shall be the Managing Director, MAHA-METRO.
- 12.4 Jurisdiction of Court, in case of any dispute shall be Hon'ble High Court of Bombay.

13. MISCELLANEOUS:

Any other terms & condition, mutually agreed to, prior to finalization of the LOA / Work shall be binding on the selected Agency and MAHA-METRO, during the period of the execution of the work. Any default of any terms and conditions of the Contract will result in rejection of the bid and the Agency will be suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year starting from the date of such notification by Maha-Metro.

14. INSURANCES:

Employer's Liability and workers' compensation insurance for the Agency's engineers and staff in accordance with the relevant provisions of the applicable law in the Employer's country, Third Party insurance or any other insurance as may be appropriate, which shall be valid 28 days post technical support as mentioned in clause 6.1.

15. TAXES & DUTIES

- 15.1 The quoted lump sum price will inclusive of cost of all test materials, all consumables, wages, stationary, local travel, outside tour & travel, lodging, boarding, insurance, taxes and all unforeseen expenses inclusive of all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. and any tax to be deducted at source.
- 15.2 TDS towards Income Tax and any other taxes (as applicable) etc., leviable under the prevailing laws shall be deducted by MAHA-METRO at the time of payment of any amount for this work. Details of taxes deducted/ Tax deduction certificate at the source shall be issued to Agency.

16. EMPLOYER'S VARIATION & VARIATION PROCEDURE (ADDITIONAL ITEMS OF WORK)

- 16.1 "Employer's Variation" means a change which makes necessary alteration or modification of the design, quality or scope of works as described by or referred to in the Contract document. Changes to any sequence, method, commissioning strategy will not constitute Employer's Variation.
- 16.2 An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions:
- 16.3 Within 14 days (or such other period as the Engineer may allow) of the Engineer informing the Agency in writing of the intention to request an Employer's Variation, the Agency shall notify the Engineer in writing whether in his opinion the Employer's Variation would, if ordered:
- 16.3.1 give rise to any entitlement to an extension of time; or
 - 16.3.2 affect the achievement of any Milestone; or
 - 16.3.3 give rise to any entitlement to additional payment; or
- 16.4 The Agency shall furnish sufficient information in terms of rates /prices of the works, equipment/components manufactured by the Agency or sourced from the Vendors/Sub-Agency's such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profiles and inflation rate, so as to establish the reasonableness of the variation price. In assessing work covered by any sub-contract, the Engineer shall have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed and may direct the Agency to provide a copy of the same, to assist in evaluating any Variations.
- 16.5 Any agreement between the Engineer and the Agency as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Agency and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Agency

and the Employer. This agreement shall determine the amount which should be added to or deducted from, which should be made a part of the Milestone Payment Schedules as a result of the Variation.

- 16.6 In the event of the Engineer and the Agency failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost center amount which shall be binding on the Agency. In case the Agency supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Agency shall proceed with the Work irrespective of whether an agreement between the Engineer and Agency as to the terms and price of the variation have been reached.
- 16.7 If the Engineer withdraws the request for an Employer's Variation, the Agency shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.

17. APPLICABLE LAW:

- 17.1 Governed by the laws and procedures established by Government of India & Government of Maharashtra, within the frame-work of applicable legislations and enactments made from time to time concerning such techno-commercial dealings/processing.
- 17.2 All disputes in this connection shall be settled in judicature of Honorable High Court of Bombay only.
- 17.3 MAHA-METRO reserves the right to cancel or modify the requirement.
- 17.4 MAHA-METRO also reserves the right to modify/relax any of the terms & conditions of the Contract by declaring / publishing such amendments in a manner that all prospective Agency to be kept informed about it.

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Annexure-1
Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,
(Name & address of Employer)
Name of Work:

Dear Sir,

With reference to your Bid documents/Tender Notification dated _____, I/we, having examined all relevant document and understood their contents, hereby submit our Proposal for "*(Name of Work)*". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as Agency/ for the aforesaid work.
3. I/We shall make available to the Employer any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or supply contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bid Document, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest i.e. Bidder is not part of General Consultant for MAHA-METRO for said work;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other Public-Sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidder in accordance with Item No. 5 – General Terms and Conditions of the Bid Document.
8. Deleted.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Supply or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer and/ or the Government of Maharashtra in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above- mentioned work.
13. Deleted.
14. I/We agree and understand that the proposal is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Supply is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 Days (Ninety) days from the proposal due date specified in the Bid documents.
16. Power of Attorney in favour of the authorized signatory to sign and submit this proposal and document is attached herewith in Annexure-9.
17. In the event of my/our firm/ being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at Annexure-13 of the Bid documents. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied Bid Document and all other document carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any document or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Supply.
19. I/We, agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the Bid Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Annexure – 2
Bidder Information

1	Name of Work:- Appointment of Agency for conducting EMI-EMC test of Rolling Stock with of Axle Counters in Pune Metro Rail Project.
2	Title of Project: Pune Metro Rail Project
3	Name of bidder Company or Firm:
4	Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate):
5	Country of incorporation & place of registration
6	Year of Incorporation:
7	Registered address:
8	Principal place of business:
9	Year of commencement of business:
10	GSTIN No. (If having business office in India) (Successful bidder has to registered under GST act, if not registered as the time of bidding): -
11	Address of communication / Correspondence
12	PAN No. (If having business office in India) (Successful bidder has to registered under GST act, if not registered as the time of bidding): -
13	Contact detail of authorized signatory of the bidder:- Name: Designation: Phone No:- E-mail address:- Address of correspondence:-

Annexure – 3**Bid Submission**

The sealed envelope should be deposited at the office of MAHARASHTRA METRO RAIL CORPORATION LTD (MAHA-METRO), 101, THE ORION, OPPOSITE DON BOSCO YOUTH CENTRE, KOREGAON PARK, PUNE on or before date as mentioned in NIT.

The bid (complete in all respects) must be submitted in One Sealed Envelopes as explained below:

S N	Items	Content
1	Annexure 1	Letter of Proposal
2	Annexure 2	Bidder Information
3	Annexure 4	Proposed Methodology and testing Plan
4	Annexure 5	Financial Bid
5	Annexure 7	Enclosures Check-List
6	Annexure 8	Declaration (Authorized Signatory)
7	Annexure 9	Power of Attorney
8	Annexure 10	Statement of Legal Capacity
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10	Annexure 12	Declaration Statement (Middlemen)
11	Annexure 14	Form of Bid Securing Declaration
12	Annexure 15	Undertaking for Bidding Documents
13	Annexure 16	Letter of Undertaking Regarding Confidentiality of Bid Information
14	Annexure 17	Form of performance bank guarantee
15	Bid Documents	All pages of Bid document to signed and sealed by authorized representative of agency

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Annexure-4
Proposed Methodology and Test Plan

The proposed methodology and test plan shall be described as follows:

1. Understanding of TOR

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR.

2. Methodology and Test Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities for carrying out the services.

Annexure – 5

Financial Bid

Instruction for completing the pricing document:

A. General Requirements

This contract is a fixed Lump sum priced contract for carrying out EMI-EMC test of Rolling Stock with Axle Counters of Rolling Stock in Pune Metro Rail Project. The price to be quoted lump sum price will be inclusive of cost of all test materials, all consumables, wages, stationary, local travel, outside tour & travel, lodging, boarding, insurance, taxes and all unforeseen expenses inclusive of all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. and any tax to be deducted at source.

B. Tender total

The tender total and applicable taxes submitted by the Bidder shall be in the FIN Form 1 below respectively. The Bidder should quote fixed lump sum price in Indian Rupees wherever required keeping in view the stage payment schedule described in Clause 9: Schedule of Payment and milestone.

C. Currency

The Lump sum price shall be indicated in Indian Rupees (INR) only.

TENDER TOTAL (FINANCIAL BID)

(THIS DOCUMENT IS TO BE PREPARED AND COMPLETED BY THE BIDDER)

Lump Sum price of the Contract is:

Rupees _____ (In figures)
_____ (In words)

Signature of Authorized Signatory as per POA and Stamp

Annexure-6
Financial Evaluation

S N	Items Detailed Description	Rate per unit/nos.
A.	Awarding Criteria	<p>1) If the Bidder fails to quote its rates in all Forms in Annexure-5, its bid will be rejected. It is mandatory for the Bidder to quote for each Form without fail.</p> <p>2) Bidder should quote in his offer in figures and words.</p> <p>3) Bidder should quote considering all technical requirements and specification and schedule of payment and milestone as per clause 9.</p>

Annexure-7**Check List**

The following documents are required to be submitted as attachments to Proposals.

S N	Description	Compliance (Y/N)	Refer Page No. in the bid
1	Certificate of Incorporation		
2	GST Registration Certificate (If having business office in India)		
3	Copy of PAN card no. (If having Business office in India)		
4	Power of Attorney		
5	Declaration as per Annexure – 8		
6	Technical submissions as per Annexure – 4		
7	Financial Bid as per Annexure – 5		
8	Any other document which the Bidder may consider necessary to support the Bid.		

Annexure - 8

DECLARATION (Authorised Signatory)

1. I, _____ Son/Daughter of Shri. _____ Proprietor/Partner/Director/ Authorised Signatory of M/s _____ competent to sign the declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender, suspension from being eligible for bidding in any contract with the Employer for the period of time of one year besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Person)

Full Name:

Date:

Place:

Seal:

Note:

1. The above declaration, along with a copy of the terms and conditions, duly signed and sealed in each page, by the authorized signatory of the bidder in token of acceptance of the terms and conditions should be enclosed with Technical Bid.
2. The above declaration can also be made on the letterhead of Bidder.

Annexure-9

Format for 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 Bid are required to follow the applicable law in their country)

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

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

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

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

Signed by the within named [Insert the name of the 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 the executant)
(Name, designation and address of the executant)

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

Annexure-10

**Statement of Legal Capacity
(To be forwarded on the letter head of the bidder)**

To

Date:

Ref.

Dear Sir,

Name of Work:

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the Bid document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other document, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of

NOTE: Please strike out whichever is not applicable.

Annexure-11

AFFIDAVIT

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

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

I/We hereby declare that:

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

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

(Signature of the executant)

(Name, designation and address of the executant) Common seal of bidding firm has been affixed

Signature and stamp of Notary of the place of execution

Annexure-12

DECLARATION STATEMENT (Middlemen)

Tender No

Date:

Name of the Work:

Name of the Bidder:

Declared Before: Maharashtra Metro Rail Corporation Limited

1. I confirm and declare that no agent, middleman or any intermediary has been or will be engaged by me to provide any services or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission has been or will be paid by me and that the tender price will not include any such amount.
2. Deleted.
3. Deleted.
4. By virtue of signature below, I confirm and verify to the best of my knowledge and belief that Bankruptcy/insolvency has not been suffered by the company represented by me for submitting bid against this tender in the last 10 years.

Signed

(To be signed by Bidder)

Date:

Annexure-13**Format of Contract Agreement**

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 cost of all test materials, all consumables, wages, stationary, local travel, outside tour & travel, lodging, boarding, insurance, taxes and all unforeseen expenses inclusive of all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. and any tax to be deducted at source 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 _____.

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

Annexure- 14

Form of Bid Security Declaration

Date:

Bid No.:

Alternative No.:

To: [insert complete name of the employer]

We, the undersigned, declare that:

We understand that, according to your conditions, Bid must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for the period of time of one year starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidder (hereinafter “the ITB”);
or

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

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

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

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

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

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

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

Corporate Seal [where appropriate]

Annexure-15

Undertaking for Bidding Documents

We hereby confirm that, we have the complete set of Bid Documents along with the set of enclosures given by MAHA-METRO. 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

Annexure-16

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 his submission)

To:

Date:

**Managing Director
Maharashtra Metro Rail Corporation Limited
1st Floor, The Orion, 5, Koregaon Road,
Pune- 411001, Maharashtra, INDIA**

Sub: [*“Insert Name of the work”*]

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

We (Name of Bidder) hereby undertake that the Bidding documents/drawings 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 or its/their parent companies or sub-contractors of the Bidder are, or will be involved with either in India or in any other Country.

Signed:

For and on behalf of
(Name of Bidder)

Annexure-17
PERFORMANCE GUARANTEE
(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, waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently 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 has failed to duly perform the aforementioned contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...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)]

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

2 Insert the date twenty-eight days after the expected completion date as described in Clause 6. 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."

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

Annexure 18: Terms of Reference**Technical Specification****1. Introduction:**

Maharashtra Metro Rail Corporation has shifted CRRC make Rolling Stock from Nagpur Metro Rail Project for operation on the Priority Sections of Pune Metro Rail Project. The CRRC make Rolling Stock is tested and certified for Electro-Magnetic Compatibility at Nagpur Metro Rail Project with SIEMENS make train detection system, i.e. Axle Counters Type ZP D 43. The operating frequency of the SIEMENS make Axle counters is 43 kHz.

The Signaling System for Pune Metro Rail Project is supplied by ALSTOM. ALSTOM uses Axle Counters type RSR180 for train detection. The RSR180 type Axle counters operates at a frequency of 250 kHz. In view of this, it is necessary to test the CRRC make Rolling Stock for Electro-Magnetic Compatibility at Pune Metro Rail Project with ALSTOM make train detection system, i.e. Axle Counters Type RSR180.

2. Technical Requirements:

- 2.1. The Tenderer shall perform the Electro-Magnetic Compatibility Test between Rolling Stock and train detection systems as per the requirements of Standard EN 50238 – 3: 2013 *“Railway Applications – Compatibility between Rolling Stock and Train Detection Systems – Part 3: Compatibility with Axle Counters”*.
- 2.2. The Tenderer shall submit Test Specification and Test Procedure for performing the test as per the Standard EN 50592: 2016 *“Railway Applications – Testing of Rolling Stock for Electromagnetic Compatibility with Axle Counters”*
- 2.3. The Tenderer shall consider the Rolling Stock Emission Limits and evaluation parameters as per Table A.1 of Annexure A (normative) Rolling Stock Emission limits of EN 50238 – 3: 2013 *“Railway Applications – Compatibility between Rolling Stock and Train Detection Systems – Part 3: Compatibility with Axle Counters”*.
- 2.4. The Tenderer in its technical proposal shall provide a tentative time schedule clearly indicating the time lines for submission of test procedure, arranging of test equipment and test team, testing at main line and submission of test results in compliance with the progress schedule mentioned in clause 9.
- 2.5. The Tenderer shall submit the test specification and test procedure for review and approval of Maha-Metro. The approved test specification and test procedure will become the property of Maha – Metro.
- 2.6. The Tenderer shall arrange qualified test engineers for performing the test on the Main line section of Pune Metro Rail Project.
- 2.7. The Tenderer shall arrange at his own cost, calibrated test equipment and other test apparatus required for performing the test.
- 2.8. The Tenderer in its technical proposal shall clearly indicate facilities required to be arranged by Maha-Metro for performing the test.

- 2.9. The Tenderer shall arrange review meetings with Maha-Metro for finalization and approval the test specifications and test procedure.
- 2.10. The Tenderer will be provided with required details of the CRRC make Rolling Stock and ALSTOM Axle Counters after award of Tender.
- 2.11. The Tenderer shall submit the test specification and test procedure within seven days after the award of tender.
- 2.12. The Tenderer shall update the test specification based on the comments of Maha-Metro and submit the revised test specification and test procedure within seven days after the receiving of comments from Maha-Metro.
- 2.13. The Tenderer shall include in its test procedure a sample test report format for review and approval of Maha-Metro.
- 2.14. The Tenderer shall arrange the test equipment and test engineers required for performing the test within seven days after approval of the test specification and test procedure by Maha-Metro.
- 2.15. The Tenderer shall submit test report as per the approved test report format within seven days after performing the test at site.
- 2.16. The Tenderer shall arrange review meetings with Maha-Metro for review and approval of test report. The test report shall be updated based on the review comments of Maha-Metro.
- 2.17. The Tenderer shall arrange test engineers for deliberations of the test results with Signaling system contractor of Pune Metro Rail project and include in its test report the required results as per the standard.
- 2.18. The Tenderer after approval of test report shall submit a certificate of conformance to conform compatibility of tested Rolling Stock with the train detection system of Pune Metro Rail Project.