



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai

CONTRACT NO: MMRDA/MPIU/ML5/CA-303

Tender Documents

Volume 1

Notice Inviting Tender (NIT)

Instructions to Tenderers (ITT) – Including Annexures

Form of Tender (FOT) – Including Appendices

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Metro PIU, 7th Floor, New Administrative Building,

Bandra-Kurla Complex, Bandra (E), Mumbai –400 051, India

VOLUME 1- NIT, ITT, FOT
TABLE OF CONTENTS

Section	Page
Section A – Notice Inviting Tender	
1.1 General	1
1.1.1 Name of Work	1
1.1.2 Key Details	1
1.1.3 Qualification Criteria	2
Section B – Instruction to Tenderer	
A. General	15
B. Tender Document	17
C. Preparation of Tenders	18
D. Submission of Tenders	27
E. Tender Opening and Evaluation	28
F. Award of Contract	32
G. Annexure 1 - Requirements for Tenderer's Technical Proposals	35
H. Annexure 2 - Requirements for Tender Programme	39
I. Annexure 3 - Staff Requirement	40
J. Annexure 4 - Minimum Organization Structure Required	42
K. Annexure 5 - Resources Proposed for The Project – Plants & Equipment	44
L. Annexure 6 - Form of Bank Guarantee for Tender Security	45
M. Annexure 7 - Form of Performance Security (Guarantee) By Bank	47
N. Annexure 7A - Form of Additional Bank Guarantee	49
O. Annexure 8 - Sample Format for Banking Reference for Liquidity Bank Certificate	51
Section C – Form of Tender	53
Appendices	
1. Appendix 1 – Requirements Under General Conditions of Contract	55
2. Appendix 2 – Bill of Quantities / Pricing Document	56
3. Appendix 3 – Outline Quality Plan	57
4. Appendix 4 – Outline Safety, Health & Environment Plan	58
5. Appendix 5 – Tenderer's Technical Proposals	59
6. Appendix 6 – General Information About the Tenderer	60
7. Appendix 7 – Staffing Schedules and Organization Chart	61
8. Appendix 8 – Schedule of Components Manufactured Offshore	62
9. Appendix 9 – Tender Index	63
10. Appendix 10 – Resources Proposed for The Project-Plants & Equipment	64
11. Appendix 11 – Undertaking for Corrupt and Fraudulent Practice	65
12. Appendix 12 – Copyright Undertaking	66
13. Appendix 13 – Performa for Statement of Minor Deviations	67

14.	Appendix 14 – Tentative Project Implementation Programme	68
15.	Appendix 15 – Financial Data	69
16.	Appendix 16 – Works in Hand	70
17.	Appendix 17 – Work Experience	71
18.	Appendix 17A – Summary of Information	72
19.	Appendix 18 – Financial Data	73
20.	Appendix 19 – Undertaking as Per Clause 1.1.3.1 v of NIT	74
21.	Appendix 19A – Undertaking as Per Clause 1.1.3.1 v of NIT	75
22.	Appendix 20 – Undertaking as Per Clause 1.1.3.1 vi of NIT	77
23.	Appendix 21 – Undertaking as Per Clause 1.1.3.1 vi of NIT	78
24.	Appendix 22 – Undertaking for Downloaded Tender Document	79
25.	Appendix 23 – Undertaking for Not Being in The Process of Debt Restructuring	80
26.	Appendix 24 – Statutory Preference to Make in India	81
27.	Appendix 25 – Statutory requirements of bidders from a Country sharing land border with India	82
28.	Appendix 26 – Form of Bank Guarantee for Advance Payments	83
29.	Appendix 27 – Form of Joint Venture / Consortium Agreement	85

CONTRACT NO: MMRDA/MPIU/ML5/CA-303

Volume – 1

Notice Inviting Tender (NIT)



(e-Tender)

1.1 General

1.1.1 Name of Work:

Mumbai Metropolitan Region Development Authority (MMRDA) invites online open e-tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work.

Contract: MMRDA/MPIU/ML5/CA-303: “Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai.”

The brief scope of the work is provided in Clause A1 of ITT (Volume-1) and Employer’s Requirement (Volume-3).

1.1.2 Key details:

Approximate estimated value of work	INR 84,34,92,001/- + (GST as applicable)
Tender Security	INR 42,17,460/-
Completion period of the Work	20 (Twenty) months (including Monsoon)
Tender documents on sale	From 02.06.2026, 18:05 hrs. (IST) to 30.06.2026, 18:00 hrs. (IST) on e-tendering portal of https://mahatenders.gov.in/nicgep/app Any additional information, corrigendum and help for uploading & downloading the e-Tender. Tender documents can only be obtained online after registration of tenderer on the e-tendering portal of MMRDA. For further information in this regard bidders are advised to contact MMRDA’s e-tendering service desk at the following id: mahatender@mailmmrda.maharashtra.gov.in , support-eproc@nic.in or at Phone No.: 0120-4001005/002, 022-26597445.
Cost of Tender documents	INR 3,000/- + 18% GST (INR 3,540 Non- refundable). Tender Document and Supporting documents can be downloaded for reference purposes from the e-Tendering Portal of MMRDA during the period mentioned in the tender notice. Interested Bidders have to make online payment of Tender Fee using online payment gateway during bid preparation i.e., Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.
Pre-bid Meeting	10.06.2026 at 15:00 hrs (IST).
Place of pre-bid meeting	Conference Room, Metro PIU, 7 th Floor, New Administrative Building Mumbai Metropolitan Region Development Authority (MMRDA), Bandra Kurla Complex, Bandra E, Mumbai – 400051
Last date of Seeking Clarifications	12.06.2026 up to 15.00 hrs (IST). Queries/clarifications from bidders after due date and time shall not be acknowledged.

Last Date of Addendum	19.06.2026 up to 18:00 hrs (IST).
Date & time of Submission of Tender online	30.06.2026 up to 18:00 hrs (IST).
Date & time of Tender Opening (if possible)	02.07.2026 at 15:00 hrs (IST).
Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents.	Engineer In – Chief, Metro PIU, 7 th Floor, New Administrative Building Mumbai Metropolitan Region Development Authority (MMRDA), Bandra Kurla Complex, Bandra (E), Mumbai – 400051. Phone: 91 (22) 26594019, Fax: 91 (22) 26594182 https://mmrda.maharashtra.gov.in

1.1.3 Qualification Criteria:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet the requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT.
- ii. The bidder shall satisfy the following conditions.
 - (a) An Indian company registered in India under Companies Act. 2013.
 - (b) A tenderer shall submit only one bid in the same tendering process. A tenderer who submits more than one bid will cause all of the bids, in which the tenderer has participated, to be disqualified. No tenderer can be a subcontractor while submitting a bid individually in the same bidding process.
 - (c) If a foreign company registered under relevant legislation in its country of origin and having permission to carry out business in India, is from a country which shares land border with India, then such bidders shall be eligible only if they comply with the procurement guidelines specific to the bidders as mentioned in the directives issued by Government of India. Bidders are supposed to read the terms and conditions carefully and comply with the same in all respects **(Refer Appendix-25)**.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the same project.
 - (b) A tenderer is any associates / affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) A tenderer lends or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. No Joint Venture (JV) or Consortium shall be allowed.
- v. A firm, who has purchased the tender document in their name, can submit the tender as individual firm. The payment of the tender fees is acceptable from account of bidder only. If Tender Fees has been made from other than the account mentioned before, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.
- vi. (a) MMRDA / any other Metro Organization / ministry of Housing & urban Affairs / Ministry of commerce (order), applicable for all Ministries must not have banned business with the

tenderer or any of its members as on the date of tender submission. The tenderer shall submit undertaking to this effect in Appendix-19 of Form of Tender.

- (b) Also, no contract of the tenderer or any of its members, of the value more than 10% of estimated value of work, executed either individually or in a JV / Consortium, should have been rescinded / terminated by MMRDA / any other Metro Organization after award during last three (3) years (from the last day of the previous month of tender submission) due to non-performance of the tenderer. The tenderer shall submit undertaking to this effect in **Appendix-19** of Form of Tender.
- (c) The overall performance of the tenderer shall be examined for all ongoing similar works of value more than 40% of estimated value awarded by MMRDA / any other Metro Organization which are presently ongoing and have been completed during last one (1) year (from the last day of the previous month of tender submission) either individually or in JV / Consortium.

Value more than 40% of estimated value of work executed either individually or in a JV / consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer shall also submit satisfactory performance and Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work / execution of work for ongoing works failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions.

In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of the tenderer in terms of Note (b) of **Appendix-19A**. In case the performance certificate issued by the client, same should not be older than three (3) months from the last day of the previous month of tender submission for the on-going works.

- (d) Tenderer (including members in case of JV/Consortium) for the works awarded by MMRDA / any other Metro Organization must have been neither penalized with liquidated damages of 10% (or more) of the contract price in a contract due to delay, nor imposed with penalty of 10% (or more) of the contract price due to any other reason in any Civil Engineering works of the value more than 10% of Estimated value of work, during last three (3) years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- (e) If the tenderer does not meet the criteria stated in the Appendix-19, or Appendix-19A or Appendix-20 the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- (f) If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix-19** or performance in any of the works reported in the **Appendix-19A** or undertaking submitted vide **Appendix-20** the same will be considered as "fraudulent practice" under Clause 4.33.1.a.(ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1.(b), (c) & 13.2.1 of GCC.
- vii. Tenderer must not have suffered bankruptcy/insolvency during the last five (5) years. The tenderer should submit an undertaking to this effect in **Appendix-21** of Form of Tender.
- viii. Tenderers who have neither obtained corporate debt restructuring in immediately preceding three (3) years from the date of submission of tenders nor have applied for it (as on the date of submission of tenders) and also are not currently in the process of corporate debt restructuring shall be considered eligible.

However, Tenderers who have obtained debt restructuring in immediately preceding three (3) years from the date of submission of tenders or have applied for it (as on the date of submission of tenders) or are currently in the process of corporate debt restructuring shall be considered eligible - if they submit an undertaking to the effect that they shall open a dedicated 'Contract Specific Bank Account' for credit of advances and all other payments received from the Employer

as per Clause 11.2 and 11.6 of the GCC against this Contract and for expenditures / debits made / to-be-made for the purpose of execution of the Works pertaining to this Contract, and that the Contractor will not divert the funds for the purpose(s) other than the intended purpose(s).

The tenderer shall submit an appropriate undertaking in the format given in **Appendix- 23** of Form of Tender duly supported with an appropriate certificate as above from their Bankers or / and Statutory Auditors. Also, during execution of the Contract, the Contractor shall submit a quarterly (every three months) certificate from their Statutory Auditors to the effect that advances and all other payments received from the Employer as per Clause 11.2 and 11.6 of the GCC have been deposited in the said 'Contract Specific Bank Account', the expenditures / debits made for the purpose of execution of the Works pertaining to this Contract and the funds have not been diverted for the purpose(s) other than the intended purpose(s). The tenderer is also deemed to have given a mandate to the Employer or their representative to make inspection(s) of this account whenever so desired by them.

- ix. **Preference to Make in India:** The directives issued vide Government of India, Ministry of Commerce and Industry, Department of Industrial Policy - 45021/2/2467-B.E.-II, dated 15th June 2467 and subsequent revisions/amendments issued from time to time (Subsequent Revision # 2468 dated 28th May, 2469 dated 29th May, 16th September 2020 and 19th July 2024 and any other prevailing guidelines of GoI) shall be applicable (Refer **Appendix - 24**).
- x. **Eligible Source Countries:** Any Bidder, from a country which shares a land border with India must comply to the Order (Public Procurement No.1) & Order (Public Procurement No. 2) issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India vide F. No. 6/18/2469-PPD dated 23.07.2020 and its addendum from time to time. Also, the bidder shall provide a certificate as per proforma given '**Appendix-25**' Form of Bid. If such declaration or certificate is found to be false at any time of submission of Bid or after awarding the Contract, then the said Contract will be terminated, along with such other actions as may be permissible under the relevant law of India.

1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience:

- (a) Tenderer should have completed or substantially completed during last five (5) years ending on last day of month previous to the month of last date of Tender submission, either individually or as a joint venture / consortium member as Prime Contractor or Subcontractor under:

(i) At least one "similar work" of value **INR 79.63 Crore** or more.

OR

(ii) At least two "similar works" each of value **INR 49.77 Crore** or more.

OR

(iii) At least three "similar works" each of value **INR 39.81 Crore** or more.

The "**similar work**" for this Contract shall be "Installation, Testing and Commissioning of Ballasted/Ballastless Track including Track Components in Metro/Railway Projects with or without supply of Rails/P. Way Components."

AND

Additional Requirement: The Bidder shall have successfully executed at least one crossover work in either Ballasted track or Ballastless track.

Notes:

- (i) The tenderer shall submit details of works executed by them in the Performa of **Appendix- 17** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature / scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.

- (ii) In case of the works executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final / last bill paid by client shall also be submitted.
- (iii) The works performed as a concessionaire on BOT basis, where more than fifty (50) percent of the work was got executed through sub-contractors, shall not be considered for qualification.
- (iv) If the tenderer is a wholly owned Indian Subsidiary of any foreign company, the similar work(s) executed by the Indian Subsidiary shall only be considered for evaluation.
- (v) For a work to be considered as "Substantially Completed", the tenderer shall submit certificate issued by the competent authority certifying substantial completion of the work with more than 85% progress that includes Ballasted/Ballastless Track Work. Only the actual value of the work completed on last day of month previous to the month of last date of Tender submission will be considered for qualification of "work experience" criteria. Last date of the previous months of latest tender submission date
- (vi) For completed works, value of work performed shall be updated to on last day of month previous to the month of last date of Tender submission on price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency for conversion into Indian Rupees, shall be at the Rate of Exchange at the close of business of the Reserve Bank of India (in case, the rate of exchange for a specific currency is not available on RBI web address, the exchange rates as available at the web address: <http://www.xe.com/> shall be followed) Twenty-eight (28) days prior to date for bid submission', if twenty-eight (28) days before the 'date for bid submission' is a holiday, then rate of exchange at the close of business on the next working day will be considered for conversion of foreign currency to Indian Rupees.
- (vii) The qualifying work(s) were performed in JV/Consortium, then the value of work as per their percentage participation in JV/Consortium shall only be considered. (The JV / Consortium agreement shall be submitted).
- (viii) If the above work(s) (i.e. works proposed for consideration of eligibility of Bidder) comprise other works, then client's certificate clearly indicating the amount of work performed in respect of the "similar work" shall be furnished by the tenderer in support of the work experience along-with their tender submissions.
- (ix) Client's Certificate shall be issued by competent authority and countersigned by an officer not below the rank of Executive Engineer or equivalent. Client's Certificate clearly indicating the scope and Value of work performed etc. in respect of the "Similar Work" shall be furnished by the Tenderer in support of the work experience along-with their tender submissions. Client's Certificate should be issued by Competent Authority and countersigned by an officer not below the rank of Executive Engineer or equivalent.
- (x) As a part of Make in India Policy and to encourage bidders from the Indigenous country, if the qualifying works were executed by an Indian bidder in JV/ Consortium with Foreign Bidder, with 65% or more participation, then 100% value of work for Indian Bidder shall be considered i.e., full work experience for the evaluation. For less than 65% share in JV/Consortium with Foreign Bidder, then the value of work for single Indian /Foreign Bidder shall be considered based on the percentage of the participation in the JV/Consortium.

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets or / and from the banking reference. Net current assets or / and documents including banking reference (as per proforma given in **Annexure-8 of ITT**), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 8.57 Crore** for this

contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant / member of the Joint Venture / Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to MMRDA and it should not be more than three (3) months old as on date of submission of bids.

- (ii) **T2 - Profitability:** Profit before Tax should be Positive in at least 2 (two) consecutive years out of the last five (5) audited financial years.
- (iii) **T3 - Net Worth:** Net Worth of tender during last audited financial year should be \geq **INR 11.99 Crore.**
- (iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five (5) financial years should be $>$ **INR 47.97 Crore.**

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18** of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data for the previous 4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining performed by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.1.3.3 Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 \times A \times N - B$$

Where,

A = Maximum of the value of construction works executed in any one (1) year during the last five (5) financial years (updated to on last day of month previous to the month of last date of Tender submission) price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (updated on last day of month previous to the month of last date of Tender submission) for on-going construction works during period of **20 months.**

Notes:

- Financial data for latest last five (5) financial years has to be submitted by the tenderer in **Appendix-15 of FOT** 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 with membership number.

- Value of existing commitments for on-going construction works during period of **20 months** w.e.f. **from the last date of Tender submission by the tenderer** has to be submitted by the tenderer in **Appendix-16 of FOT**. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- 1.1.3.4** The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.4 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.4 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.
- 1.1.4 The Tender documents consist of:**
- Volume 1**
Notice Inviting Tender,
Instructions to Tenderers (including Annexures), and
Form of Tender (including Appendices).
- Volume 2**
General Conditions of Contracts,
Special Conditions of Contract (including Schedules), and
Condition of Contract on Safety, Health & Environment (SHE) for Mumbai Metro Rail Project.
- Volume 3**
Employer's Requirements – General,
Employer's Requirements – Functional,
Employer's Requirements – Design,
Employer's Requirements – Construction,
Employer's Requirements – Appendices, and
Employer's Requirements – Schedule of Dimension.
- Volume 4**
Design Basis Report Technical Specifications.
- Volume 5**
Tender Drawings.
- Volume 6**
Bill of Quantities.
- 1.1.5** The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specifications, RDSO specifications, IRS Specifications & MORTH Specifications. These may be purchased from the market. **All codes referred shall be latest edition.** These may be purchased from the market at the bidder's own cost.
- 1.1.6** The tenderers may obtain further information / clarification, if any, in respect of these tender documents from the office of Engineer In – Chief, Metro PIU, 7th Floor, New Administrative Building, Mumbai Metropolitan Region Development Authority (MMRDA), Bandra Kurla Complex, Bandra (E), Mumbai - 400051.
- 1.1.7** All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. E 4.0 of "Instructions to Tenderers" or / and minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.8** The intending tenderers must be registered on Mahatenders <https://mahatenders.gov.in/nicgep/app> Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration, the tenderer will get user id and password. On login, a tenderer can participate in tendering process and can witness various activities of the process.

1.1.9 Bidders should have valid class 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India. In case of requirement of DSC, Bidders should go to <https://mahatenders.gov.in/nicgep/app> and follow the procedure mentioned in the document Procedure for Digital Certificate.

1.1.10 Tender submissions will be made online after uploading the mandatory scanned documents Bid shall be submitted online on the e-tendering portal in 'two electronic envelopes system' (Technical Bid / Package and Financial Bid / Package) within prescribed schedule. The Technical Bid / Package shall comprise two sub-envelopes, namely Envelope A and Envelope B. Financial Bid / Package has only one envelope i.e. Envelope C.

a. e-Envelope 'A' (Tender Fee, EMD, POA, Prequalification Criteria if any):

Bidder should generate and upload scanned copies of receipt for the following:

- i. Generate receipt for e-tender fee,
- ii. Upload receipt of Earnest Money Deposit,
- iii. Scan copy of Bank Guarantee for EMD (BG), and
- iv. Scanned copy of Power of Attorney (POA).

b. e-Envelope 'B' (Technical bid):

Bidder shall upload scanned copies of Technical Document as per RFP / Bid document along with attested copy of valid Certificate of Registration, GST Registration Number / Certificate, PAN and any other documents necessary to substantiate eligibility & qualification requirements of the Tender.

Note: All Chartered Accountant certificates must have a valid UDIN clearly mentioned on the certificate. Otherwise, certificates shall not be considered for evaluation.

c. e-Envelope 'C' (Financial bid):

The Bidder shall quote his offer as rates against the respective items in the prescribed space provided in figures in e-Envelope "C".

Scanned Demand Draft / Bank Guarantee towards Additional security deposit, if the offer is below the cost put to Tender.

➤ **under "Financial Bid Item Rate Basis"**

- 1. Schedule A** consist of work pertains to the Installation, Testing and Commissioning of Ballasted/Ballastless Track Work of kasheli Depot including supply of Components and rails.
The Tenderer shall quote against all BOQ items of Schedule 'A' in Indian Rupees.
- 2. Schedule B** consist of work pertains to the Supply, Transportation related works and Stacking of Rails for kasheli Depot Track work.
The Tenderer shall quote against all BOQ items of Schedule 'B' in Indian Rupees.
- 3. Schedule-C is lumpsum provision for any other contingencies / items which are not covered under schedules 'A' and 'B'.**

All works under Schedule "C" of the BOQ shall be paid as per the prevailing rates of the latest MCGM SOR (Mumbai Construction Circle, Chembur) Engineering Department, (considering price escalation 5% per annum) will be operated. In case the relevant items are not available in the MCGM SOR, the rates as per the latest PWD SSR of the Government of Maharashtra, prevailing at the time of execution, shall be applicable.

If the Items are not covered in both the MCGM & PWD SSR rates, then INDIAN RAILWAYS Unified Standard Schedule of Rates, Engineering Department 2019 item rates will be operated based on the Prior approval of Employer's representative.

The tenderer is not required to quote above / below / at par rates against Schedule 'C' (Provisional Sum Component).

Labour cess as per BOCW act will not be paid separately.

Since the e-tendering system shall calculate the amount of quoted figures, which may change due to error and corrections in Foreign Currencies, the automated mail related to comparison does not depict the correct picture and hence does not hold good. The Correct status related to it shall be depicted/ uploaded later on.

➤ Under **“Price Bid- Covering Letter”**

1. Upload the digitally signed copy of Tender document and Quotation in company's Letter head under the template **“Price Bid- Covering Letter”** bidder shall upload scanned copy of Bill of Quantities (Pricing Document) Volume 6 of Tender document duly Quoted/Filled. Failing which the Financial Evaluation will not be performed, and the bid will be rejected.
2. If the Bidder has quoted the offer below than the estimated rates put to the tender, the Bidder shall have to submit Additional Security Deposit (ASD) in the form of Demand Draft/ Bank Guarantee issued by a Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-operative banks and Axis Bank) in India, payable at Mumbai. Demand Draft shall be issued in favor of the "MMRD Fund". Bank Guarantee shall be valid up-to the issue of taking over certificate. The scanned copy of the Demand Draft/ Bank Guarantee (the ASD) shall be uploaded and submitted in envelope "C" through e-tendering process. Failing the Financial Evaluation will not be performed and the bid will be rejected.

Payment Procedure for Tender Fee and EMD Tender Fee:

Tender Document and Supporting can be downloaded for reference purpose from the Mahaetender Tendering Portal during the period mentioned in the NIT. Interested Bidders have to make online payment of Tender Fee using online payment gateway during bid preparation i.e. Debit Card / Credit Card / Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.

Earnest Money Deposit / Tender Security:

The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in the following forms:

- (a) An amount of **INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only)** through RTGS / NEFT / Net-Banking / Creditcard / Debit Card,
- (b) Amount of **INR. 37,95,714/- (Rupees Thirty-Seven Lakhs Ninety-Five Thousand Seven Hundred and Fourteen Only)** towards the balance Tender Security, to be furnished in the form of any of the instruments such as Insurance Surety Bond issued by an insurer approved and recognized by IRDAI, a Demand Draft, a Fixed Deposit Receipt (FDR) from a Commercial Bank, or an irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks, but excluding Co-operative Banks and Axis Bank) in India, in the format prescribed under **Annexure-6** of the Instructions to Tenderers (ITT), payable at Mumbai.
- (c) The bidder shall upload the scanned copy of the Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Bank Guarantee as part of Envelope A on the online MMRDA e-tendering portal only. The Bidder shall also submit the original Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt (FDR), or Bank Guarantee on date of online opening of Tender up to 11:00 hrs at the Office of the Engineer In - Chief -Metro PIU, 7th Floor Metro PIU, New Administrative Building, Mumbai Metropolitan Region Development Authority, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
- (d) **Tenderer shall submit the Tender Security Bank Guarantee in SFMS (Structured Financial Messaging System) mode from any of the Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-**

operative banks and Axis Bank) in India. As per RBI regulations, all Bank Guarantees should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of MMRDA for opening Bank Guarantee through SFMS mode are as follows:

Bank Name: Bank of Maharashtra,
Branch: Kalanagar, Bandra (East),
Account No: 60259778998,
IFSC Code: MAHB0000164.

Responsibility of BG confirmation on SFMS platform lies on the Tenderer which need to be submitted in hard copy along with submission of original Bank Guarantee.

Tenderer should also note that **"BG should be payable at any branch in Mumbai"** should be mentioned in the BG.

The Tender Security submitted by the Tenderer, in the form of any permitted instrument(s), shall fully comply with the requirements of the Tender Documents and shall remain valid for not less than 240 days from the latest date of submission of the Tender.

INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only) EMD can be paid by using mode of payment:

- a) Online payment gateway (i.e. Debit Card/Credit Card/Net-Banking), or
- b) RTGS / NEFT mode using the System Generated Unique Challan (Account No EMD transaction for this particular Tender is mentioned in the Challan).

Payment procedure for NEFT/RTGS

EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at-least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Bidders need to upload scanned copy of EMD paid receipt during bid preparation.

Bidders failing to complete the payment of EMD using the above-mentioned process of RTGS / NEFT or Online payment gateway after downloading the system generated challan will not be able to submit their bids.

EMD (Earnest Money Deposit) Refund:

Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for refund. MMRDA or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

The EMD of unsuccessful bidders will be refunded through RTGS, NEFT mode for INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only) and release of Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Bank Guarantee only after finalization of the tender for which the above refund details are required. Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment.

Bidders failing to complete the payment of EMD using the above-mentioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.

Note 1:

Kindly note that transfer of funds to MMRDA's account through NEFT / RTGS mode, from the Bidders' ICICI accounts is currently not possible. In case of funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank (excluding ICICI Bank).

Note 2:

In case of funds transfer through NEFT / RTGS,

- EMD Refund Account should remain active until tender is awarded, and
- EMD Refund will happen only after Awarding or Cancellation of tenders.

- 1.1.11** Submission of Tenders shall be closed on e-tendering portal of MMRDA on the date & time of submission prescribed in NIT after which no tender shall be accepted.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal of MMRDA before the deadline of submission. MMRDA will not be responsible for non-receipt of tender documents due to any delay or / and loss etc.

- 1.1.12** Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.

- 1.1.13** MMRDA reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the MMRDA for rejection of his proposal.

**Engineer In - Chief,
Metro PIU, 7th Floor,
New Administrative Building,
Mumbai Metropolitan Region Development Authority (MMRDA).**

CONTRACT NO: MMRDA/MPIU/ML5/CA-303

VOLUME – 1

**INSTRUCTIONS TO TENDERERS (ITT)
(INCLUDING ANNEXURES)**



INSTRUCTIONS TO TENDERERS (ITT)

INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING” FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE

1. The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for tenderers posted on website shall form part of tender documents.
3. The complete Tender Document can only be obtained online after registration of tenderer on the website MMRDA e-Tender Portal: <https://mahatenders.gov.in/nicgep/app> and thereafter on providing details of Demand Draft or Pay Order or Banker's Check towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact:

MMRDA's e-tendering service desk at the following id:

mahatender@mailmmrda.maharashtra.gov.in, support-eproc@nic.in or at Phone No.: 01204001005/002, 022-26597445.

4. Payment Procedure for Tender Fee and EMD

Tender Fee:

Tender Document and Supporting can be downloaded for reference purpose from the e-Tendering Portal of MMRDA during the period mentioned in the NIT. Interested Bidders have to make online payment of Tender Fee using online payment gateway during bid preparation i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.

Earnest Money Deposit/ Tender Security:

The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in the following forms:

- (a) An amount of **INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only)** through RTGS/NEFT/Net-Banking/Credit card/Debit Card,
- (b) Amount of **INR. 37,95,714/- (Rupees Thirty-Seven Lakhs Ninety-Five Thousand Seven Hundred and Fourteen Only)** towards the balance Tender Security, to be furnished in the form of any of the instruments such as Insurance Surety Bond issued by an insurer approved and recognized by IRDAI, a Demand Draft, a Fixed Deposit Receipt (FDR) from a Commercial Bank, or an irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks, but excluding Co-operative Banks and Axis Bank) in India, in the format prescribed under **Annexure-6** of the Instructions to Tenderers (ITT), payable at Mumbai.
- (c) Tenderer shall submit the Tender Security Bank Guarantee in SFMS mode from Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-operative banks and Axis Bank) in India. As per RBI Regulations, all Bank Guarantees should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of MMRDA for opening Bank Guarantee through SFMS mode are as follows:

Bank Name: Bank of Maharashtra
Branch: Kalanagar, Bandra (East)
Account No: 60259778998
IFSC Code: MAHB0000164

The Tenderer shall also note that **"BG shall be payable at Mumbai"**. Tenderer should also note that **"BG should be payable at any branch in Mumbai"** should be mentioned in the BG.

The Tender Security submitted by the Tenderer, in the form of any permitted instrument(s), shall fully comply with the requirements of the Tender Documents and shall remain valid for not less than 240 days from the latest date of submission of the Tender.

The bidder shall upload the scanned copy of the Insurance Surety Bond, Demand Draft, Fixed

Deposit Receipt or Bank Guarantee as a part of Envelope A on the online MMRDA e-tendering portal only. The Bidder shall also submit the original Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt (FDR), or Bank Guarantee on date of online opening of Tender up to 11:00 hrs at the Office of the Engineer In - Chief -Metro PIU, 7th Floor Metro PIU, New Administrative Building, Mumbai Metropolitan Region Development Authority, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.

INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only) EMD part can be paid by using of Mode of Payment:

- (a) Online payment gateway (i.e. Debit Card/Credit Card/Net-Banking),
- (b) RTGS / NEFT mode using the System Generated Unique Challan (Account No for EMD transaction for this particular Tender is mentioned in the Challan)

Payment procedure for NEFT / RTGS

EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at-least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Bidders need to upload scanned copy of EMD paid receipt during bid preparation.

Bidders failing to complete the payment of EMD using the above-mentioned process of RTGS / NEFT or Online payment gateway after downloading the system generated challan will not be able to submit their bids.

EMD Refund:

Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. MMRDA or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

The earnest money deposit of unsuccessful bidders will be refunded through RTGS, NEFT mode for INR. 4,21,746/- (Rupees Four Lakhs Twenty-One Thousand Seven Hundred and Forty-Six Only) and release of Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Bank Guarantee only after finalization of the tender for which the above refund details are required. Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. In case of successful bidder, amount of the earnest money deposit may be transferred towards part of the security deposit to be paid after the award of the work, if he intends to do so in writing.

Bidders failing to complete the payment of EMD using the abovementioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.

Notes: Note that the transfer of funds to MMRDA's account through NEFT / RTGS mode, from the Bidders' ICICI accounts is currently not possible. In case of funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank (excluding ICICI Bank).

- EMD Refund Account should remain active until tender is awarded, and
- EMD Refund will happen only after Awarding or Cancellation of tenders.

5. Additional Security Deposit

If the Bidder has quoted the offer below than the estimated rates put to the tender, the Bidder shall have to submit Additional Security Deposit (ASD) in the form of Insurance Surety Bond issued by an insurer approved and recognized by IRDAI, Fixed Deposit Receipt, Demand Draft or Bank Guarantee issued by any Nationalized or Scheduled Commercial Bank as per Annexure-of ITT, payable at Mumbai. Demand Draft shall be issued in favor of the "MMRD Fund". The Demand Draft shall be valid up to three (3) months from the last date of submission of the tender. It should bear MICR and ISFC code. The Bank Guarantee shall be valid up to issue of taking over certificate.

The scanned copy of the Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or

Bank Guarantee constituting the Additional Security Deposit (ASD) shall be uploaded and submitted in envelope 'C' through e-tendering process as per Clause 1.1.10 (C) of NIT. The original ASD in the form of Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or Bank Guarantee to be submitted within three (3) working days to the Engineer In - Chief MMRDA at Metro-PIU office after the opening of Envelope 'C'. If the original ASD of requisite amount is not submitted by the first lowest Bidder, the Bidder will be treated as "Nonresponsive" & rejected.

Rate quoted to estimated rate	Additional Security Deposit
Below 0% to 1%	Nil
Below 1% to 10%	1% of Estimated cost (including GST as applicable) put to tender
Below more than 10%	% Of ASD = (% Rate Quoted - 10%) + 1% e.g., If 14% below is quoted then the amount of Additional Security Deposit (Performance Security) shall be = (14 – 10) + 1 = 5% of Estimated cost (including GST as applicable) put to tender.
Below more than 15%	% Of ASD = (% Rate Quoted - 15%) X 2 + 5% + 1% e.g., If tender is 19% below contract If 19% below is quoted then the amount of Additional Security Deposit (Performance Security) shall be = (19 – 10) + 5 + 1 = 14% of Estimated cost (including GST as applicable) put to tender.

If, it is found that the first lowest Bidder is non-responsive then preference will be made to the second lowest Bidder to submit Additional Security Deposit (ASD) in the form of Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or Bank Guarantee within specified time period. The Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or Bank Guarantee of required amount as per above must be submitted by the successful Bidder only in the name of company under which he is quoting for the tender. The amount of the (ASD) Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or Bank Guarantee shall be calculated by the Bidder in accordance with the above table.

In case, it is found that the Insurance Surety Bond, Fixed Deposit Receipt, Demand Draft or Bank Guarantee submitted by the Bidder are false or misleading his earnest money shall be forfeited. Also, the registration of the Bidder shall be suspended for the period of one (1) year, additionally legal action may be initiated against the Bidder.

The LOA/ Work order shall be given to the concerned Bidder after the clearance of the Demand Draft / verification of Bank Guarantee submitted by him.

6. Those tenderers who are not registered on the website mentioned above shall be required to get themselves registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
7. Bidders should have valid class 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India. In case of requirement of DSC, Bidders should go to <https://mahatenders.gov.in/nicgep/app> and follow the procedure mentioned in the document Procedure for Digital Certificate.
8. On opening date, the tenderer can login and see the tender opening process. After opening of tenders, tenderer will receive the competitor bid sheets.
9. Tenderer can upload documents in the form of PDF / JPG / JPEG format.
10. Tenderer must ensure to quote rate of each item given in the BOQ.

A. General

A1 General Description of the Work:

This Contract is for the work of **"MMRDA/MPIU/ML5/CA-303: Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks**

(Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai

A1.1 The Scope of Work for this contract is further described in the Employer's Requirements (Volume 3) and Technical Specifications (Volume 4).

A2 Source of Funds

This work shall be financed through the funds from Mumbai Metropolitan Region Development Authority (MMRDA), Government of Maharashtra.

A3 Eligible Tenderers

This is an open competitive e-tender and all companies, corporations, partnership firms, who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate. No Joint Venture (JV) or Consortium shall be allowed.

A4 Qualification of the Tenderer

A4.1 The Tenderer shall submit a written power of attorney authorizing the signatory(ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions.

In case of partnership, consortium or joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted.

In case of foreign bidders, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit this document with "Apostille" stamp. Also, in case the documents are in a foreign language the translation of the same into English shall be authenticated by Embassy / High Commission.

A4.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender 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 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 tender price will not include any such amount. To fulfil this requirement, the tenderer has to sign the declaration given as **Appendix-11 of FOT**.

If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant and declare any Contract if already awarded to the Tenderer to be null and void.

A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

A5 One Tender per Tenderer

A Tenderer shall submit only one bid.

If a tenderer who submits or participates in more than one bid all tenders in which the tenderer has participated as sole tenderer or member of JV / Consortium shall be considered invalid.

A6 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A7 Site Visits

- A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work.

The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

- A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel 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.

- A7.3 The Tenderer shall note General Conditions of Contract (GCC) Sub-Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. Tender Documents

B1 Content of Tender Documents

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for construction of all Permanent and Temporary Works in connection with MMRDA/MPIU/ML5/CA-303: "Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai."

- a. Notice of Inviting Tender;
- b. Instructions to Tenderers including annexures;
- c. Form of Tender including appendices;
- d. Special Conditions of Contract (SCC) including Schedules;
- e. General Conditions of Contract (GCC);
- f. Condition of Contracts on Safety, Health & Environment (SHE);
- g. Employer's Requirements including Appendices and SOD;
- h. Design Basis Reports;
- i. Technical Specifications;
- j. Tender Drawings; and
- k. Bill of Quantities / Pricing Document;

- B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

- B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Content of Supporting Documents

- B2.1 Deleted.
- B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the works to be constructed.
- B2.3 The Tenderer should visit, examine and assess the Site including working / soil conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

- B3.1 The Tenderer shall check the pages of all documents against page numbers given in

indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Engineer In - Chief, Metro PIU, MMRDA forthwith.

- B3.2 Should the Tenderer, for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from the Engineer In - Chief, Metro PIU, MMRDA. The MMRDA will respond in writing to any request for clarification received in writing from tenderers prior to deadline. Written copies of the response will be sent to all prospective tenderers who have purchased the tender document. All communication between the Tenderer and MMRDA shall be conducted in writing.
- B3.3 Except for any such written clarification by the Engineer In - Chief, Metro PIU, MMRDA, which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (k) above or / and for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.
- B3.4 Correspondence: All correspondence from MMRDA pertaining to this tender till the award of the work with the tenderer shall be performed by the Engineer In - Chief, Metro PIU, MMRDA. Any correspondence pertaining to this tender by tenderer shall be addressed to Executive Engineer, Metro Project Implementation Unit, Tel: 022-224063701, Email: sachin.Bodke@mailmmrda.maharashtra.gov.in

B4 Amendment to Tender Documents

- B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at e-tendering website <https://etendermmrda.maharashtra.gov.in> to all prospective tenderers who have purchased the tender document in the tender period.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

- B4.2 The Tenderer should note that there might be aspects of his Tender or / and the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:
- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
 - (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3.(a) to C2.3.(i) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

C. Preparation of Tenders

C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2 Documents Comprising the Tender

- C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering website <https://etendermmrda.maharashtra.gov.in>, comprising of following:

Technical Package of "Contract: MMRDA/MPIU/ML5A/CA-303"

Financial Package of "Contract: MMRDA/MPIU/ML5A/CA-303" as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a); (b); (c); (d); (e); (f); (g); (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w); (x); (y); (z); (aa); (bb); (cc); (dd); (ee); (ff); (ab) and C2.3 (a); (b); (c); (d); (e); (f); (g); (h); (i); and all annexure & Appendixes of ITT and FOT respectively.

Financial Package shall contain Volume - 6 (Bill of Quantity / Pricing Document) of the tender documents duly filled in and complete in all respect (see paragraph C10 and C15).

Should any further documents be required pursuant to paragraphs C2.2 (y) and C2.3 (h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

- C2.2 The Tenderer shall submit, as part of its Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:
- (a) Form of Tender (Without appendices);
 - (b) Appendix 1 to the Form of Tender; Contract Conditions;
 - (c) Appendix 2 to the Form of Tender: (see paragraph C10 and C15);
 - (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
 - (e) Appendix 4 to the Form of Tender: Outline Safety, Health & Environment Plan (see paragraph C5);
 - (f) Appendix 5 to the Form of Tender: Tenderer's Technical Proposals (see para C6);
 - (g) Appendix 6 to the Form of Tender: General Information about the Tenderer;
 - (h) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraph C12);
 - (i) Appendix 8 to the Form of Tender: Schedule of Component manufactured offshore, if any. If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9);
 - (j) Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
 - (k) Appendix 10 Recourses proposed for the project – plants and equipment;
 - (l) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
 - (m) Appendix-12 to the Form of Tender: Undertaking on copyright (see paragraph E2);
 - (n) Appendix-13 to Form of Tender – The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT;

- (o) Appendix 14 to the Form of Tender programme (see paragraph C8);
- (p) Appendix 15 to the Form of Tender: Financial Data (Construction Works Performed during the latest last five financial years);
- (q) Appendix 16 to the Form of Tender: Financial Data (Commitment for On-going Works/works in hand);
- (r) Appendix 17 to the Form of Tender: Work Experience;
- (s) Appendix 17A to the Form of Tender: Summary of information provided in Appendix 17;
- (t) Appendix 18 to the Form of Tender: Financial Data (Financial Standing);
- (u) Appendix-19 and Appendix-19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v of NIT;
- (v) Appendix-20 to the Form of Tender: Undertaking as per clause 1.1.3.1 vi of NIT for not being penalized in a Contract;
- (w) Appendix-21 to the Form of Tender: Undertaking as per clause 1.1.3.1 vii of NIT for Financial stability;
- (x) Appendix-22 Undertaking for Downloaded Tender Document;
- (y) Appendix-23 Undertaking for Not Being in the Process of Debt Restructuring;
- (z) Appendix-24 Statutory Preference to Make in India;
- (aa) Appendix-25 Statutory requirements of bidders from a country sharing land border with India;
- (bb) Appendix 26 – Form of Bank Guarantee for Advance Payments;
- (cc) Appendix 27 – Form of Joint Venture / Consortium Agreement;
- (dd) Any further documents which have been requested in accordance with paragraph B4.2 above;
- (ee) Tender Programme (see paragraph C8);
- (ff) Details of Contractor's Equipment (see paragraph C13 below);
- (ab) All original tender documents issued by MMRDA are part of Technical Package except the volume containing the Bill of Materials (BOM / Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by MMRDA and it shall be deemed that all conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-III digital signature of the authorized signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (i) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer;
- (b) Tender Programme (see paragraph C8);
- (c) Proposed Construction Methods (see paragraph C9);

- (d) Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);
- (e) Details of providers of performance guarantees (see paragraph C19 below);
- (f) Details of Contractor's Equipment (see paragraph C13 below);
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing batching plant, fabrication and storage areas (see paragraph C14 below);
- (h) Any further documents which are requested in writing by the Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- (i) Following information shall be furnished:

(A) Ballasted, Ballastless Trackwork

- (i) Deleted
- (ii) The tenderer should supply the following information, separately, for each member of the consortium.

- (a) Maximum value of **Ballasted, Ballastless Trackwork** works executed in any one (1) year during the last five (5) years (in Rs).
- (b) Value of the commitments and on-going works, on yearly basis, pertaining to **Ballasted, Ballastless Trackwork**, to be completed during the next **20 months** from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

- C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the 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.

With the tender submission, the tenderer shall submit the proof of GST registration in case of award of LOA to them.

- C2.5 **Tenderers shall quote all prices** as per Clause 11.1.1 of GCC and connected SCC Clause thereof.

- C2.6 **The tenderers must note the following:**

- a) **Service Tax:** Deleted
- b) Mumbai Metro Rail Project is covered under Project Import chapter 99.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer is allowed to avail this benefit.

As regards registration under Project Import, after the award of the contract, MMRDA at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the Contractor.

The coordinating officer for the said purpose in MMRDA shall be “Engineer In - Chief, Metro PIU, 7th Floor, New Administrative Building, Mumbai Metropolitan Region Development Authority (MMRDA), Bandra Kurla Complex, Bandra (E), Mumbai –400 051, India”.

While quoting the Price Bid, the Tenderer shall consider the full Customs Duty without any concession.

Adjustment for Changes in Legislation:

The Contract Price shall be subject to adjustment to take into account any changes in legislation to the extent stipulated in Clause 11.1.4 of GCC and connected SCC Clause thereof.

c) Change in Taxes/Duty:

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws (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, or due to resulting from a change in GST Rate made after the last date of submission of tender. The same shall be operated both the ways. Tender should make his own assessment and examine the applicable GST Rate on the works at the time of submission of bid.

GST shall be payable as per applicable rate during course of execution (prevailing GST rate for Metro works is 18%)

- d) No documents with regard to Custom and Excise duty will be required to be submitted. The tenderers are advised to quote the price inclusive of all central / state / local taxes, duties, royalties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc., after considering clause C2.4, C2.5 & C2.6 above.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. **Signatures on the Form of Tender shall be witnessed and dated. “Copies of relevant powers of attorney shall be attached”.**

C4 Outline Quality Plan

The Tenderer shall submit Appendix-3 of FOT to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with Appendix 6 of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 15 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety, Health and Environment Plan

- C5.1 The Tenderer shall submit Appendix-4 of Form of Tender to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 6 of the Employer's Requirements - Construction (Volume 3) and Clause 8 & 9 of the SCC, Conditions of Contract on SHE (Volume 2) and GCC (Volume 2).

- C5.2 The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to safety, health & environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in

accordance with Clause 8 & 9 of the SCC.

- C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

C6 Tenderer's Technical Proposals

- C6.1 The Tenderer shall submit as **Appendix-5** of Form of Tender to form part of its Tender, the Contractor's Technical Proposals as described in **Annexure-1** of Instructions to Tenderer.
- C6.2 The Tenderer shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C7 Designer

- C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 5.2 of GCC.
- C7.2 The design of the Permanent as well as temporary Works as per the scope of work shall be undertaken by a designer (the Designer) who has experience in the design of temporary and permanent works for major elevated structures / viaducts specifically in the field of metro/ railway construction. The tenderer shall submit the name of designer proposed to be engaged along with the experience details which the designer as in the relevant field. Approval of the proposed Designer intended to be engaged shall be obtained from MMRDA before engaging the DDC by the Contractor. During execution of work, if at any stage the performance of approved DDC is not found satisfactory, the Contractor shall change the DDC with prior permission of MMRDA. The Designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.

C8 Tender Programme

- C8.1 The Tenderer shall submit with his Tender as **Appendix-14** to FOT, a Tender Programme including design submission which shall indicate how the Tenderer intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the completion Dates. Detailed requirements for the Tender Programme are set out in **Annexure-2** to these Instructions to Tenderers.
- C8.2 The Tender Programme shall be prepared in terms of weeks/months from the Date of issue of Letter of Acceptance which shall be the date for Commencement of Works.
- C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 10 of the SCC.
- C8.4 The Tenderer's attention is drawn to the requirement of Clause 10 of the SCC and Clause 9 of the Employer's Requirements - Design and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 30 days of date of issue of letter of acceptance which shall be treated as Notice to Proceed. However, the Tenderer should note that he may be required to amplify, explain and develop his Tender Programme and the proposed Design Submission Programme prior to award of Contract.

C9 Manufacture, Installation and Construction Methods

- C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analyzed during tender evaluation and their

descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

C10 Payment Schedule:

The payment schedule is given in Annexure to Bill of Quantity / Pricing Document (Volume 6) according to which the interim on account stage payment shall be made to the Contractor. Payment for **Schedule 'A', 'B' and 'C'** shall be made on the basis of actually executed quantities.

C11 Sub-Contracts

C11.1 Sub-contracting shall be generally limited to 50% of the contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C11.2 The terms and conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the Contract Price.

C12 Staffing Schedule and Related Details

C12.1 The Tenderer shall submit with his Tender (**Appendix-7 of Form of Tender**) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the **Annexure-3 and 4 of ITT**.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C12.3 Deleted.

C13 Contractor's Equipment

The contractor shall deploy plant and equipment required to complete the work as per the schedule and within the completion period with minimum of numbers given in **Annexure-5 of ITT**.

C14 Proposals for Use of Work Areas

C14.1 The Tenderer shall note the requirements of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act. 2013.

C14.2 The Tenderer shall note the provision contained in Appendix-2A of Employer's Requirements.

C14.3 The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage, Gas pipelines, petrol lines, telecommunication etc., necessary for the construction and completion of the Works as described in **Appendix-8** to the Employer's Requirements (Volume 3).

C15 Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities / Pricing Document, Volume 6. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantities / Pricing Document. The completed Pricing Document including price of minor deviations in **Appendix-13A for BOQ / Pricing document** for such deviation as mentioned in **Appendix-13 of FOT** shall be submitted.

C15.2 The price of each such minor deviation will be the price which the Tenderer agrees to offer to the employer from his quoted offer in BOQ, if deviation is agreed by the Employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the Tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix-13 of FOT** shall be considered as if mentioned inadvertently by the Tenderer and shall be considered as withdrawn without any confirmation from the Tenderer.

C15.3 The Tenderer is to note the Key Dates as given in Appendix –2B of Employer's Requirement. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each Key Date shall be levied to the Contractor. Prior to Date of Commencement, the Key Dates will be converted to calendar dates.

C16 Currencies of Tender and Payment

C16.1 The Tenderer shall give his priced offer for **Schedule 'A', and Schedule 'B'**, in Indian Rupees only. **Schedule "C"** is Provisional Sum component in Indian Rupees, and the tenderer is not required to quote above / below / at par rates against this Schedule.

C16.2 Interim on-account payments shall be made based on the actual work performed and measurements certified by the Engineer (GC) and MMRDA on monthly basis. The payment shall be paid in Indian Rupees as per quoted Contract Price and other provisions mentioned in the Contract.

C17 Tender Validity

The Tender shall be valid for a period of **180** days (both days inclusive i.e. the date of submission of tenders and the last date of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers to extend the period of validity for aspecified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender but willbe required to extend the validity of his Tender Security for the period of the extension.

C18 Tender Security

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT. The Tender Security submitted by the Tenderer, in the form of any permitted instrument(s), shall fully comply with the requirements of the Tender Documents and shall remain valid for not less than 240 days from the latest date of submission of the Tender.

Tenderer shall submit the Tender Security Bank Guarantee in SFMS mode from Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-operative banks and Axis Bank) in India. As per RBI Regulations, all Bank Guarantees should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of MMRDA for opening Bank Guarantee through SFMS mode are as follows:

Bank Name: Bank of Maharashtra
Branch: Kalanagar, Bandra (East)
Account No: 60259778998
IFSC Code: MAHB0000164

Tenderer shall also note that "BG shall be payable at any branch in Mumbai" should be mentioned in the BG.

C18.2 If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical Package shall not be opened and even if opened, it will NOT be evaluated.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C18.4 The Tender Security of the unsuccessful Tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below.
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

C19 Performance Guarantee, Undertaking and Warranties

Please refer Clause 6 of S.C.C. and Sub-Clause 4.2 of GCC.

C20 Labour

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their rates, wages and conditions.

The Tenderer shall strictly comply with all applicable Labour Laws and the Building and Other Construction Workers (BOCW) Rules and Regulations, as amended and updated from time to time.

C21 Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to but not limited to the following:

- (i) Design and Construction of Civil works on adjacent Sections,
- (ii) Design, Manufacture and Installation of Signalling and Train Control Design,
- (iii) Manufacture and Installation of Telecommunications,
- (iv) Design, Manufacture and Installation of Power Supply, Traction Power, Power Distribution,
- (v) Design, Manufacture and Installation of Lifts and Escalators,
- (vi) Design, Manufacture and Installation of Track work,
- (vii) Design, Manufacture and Installation of Automatic Fare Collection,
- (viii) Design, Manufacture and Supply of Rolling Stock,
- (ix) Design, Manufacture and Installation of Access Control Systems and Security Systems, and
- (x) any other Contractor / Contractors engaged by the Employer related to this Project.

C22 Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract.

C23 Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within **Contract MMRDA/MPIU/ML5A/CA-303: Technical Package** and **Contract MMRDA/MPIU/ML5A/CA-303: Financial Package**, which the Tenderer intends to be the responses to each and every one of those requirements.

C24 Pre-Bid Meeting

C24.1 A Pre-Bid meeting shall be held on the date and location given in the Key Details of NIT.

C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C24.3 The bidder is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details

of NIT. The bidders are advised to submit the copy of the queries in soft copy [word format] also in the following format.

S. No.	Reference to tender document clause	Queries	

C24.4 The text of the questions raised by all the tenderers and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25 Format and Signing of Tender

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.

C26 Pricing of Conditions, Qualifications, Deviations, etc.

C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., the tenderer shall provide such details in the format prescribed in **Appendix-13** of FOT and price schedule for unqualified withdrawal corresponding to these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ / Pricing Document. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

C26.2 Tenderers shall note that except for deviation(s) listed in Appendix-13 of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

C27 Launching

C27.1 The tenderer shall adopt any of the launching method as mentioned in Clause C27.1.1 below

C27.1.1 The Tenderer shall submit full details of his proposed Launching scheme to enable the Employer to review and give consent to the Launching arrangement design during the tender Evaluation Period. The Launching scheme shall have the arrangement of launching of span. The tenderers shall carry out such design studies as they consider necessary for selection of appropriate Launching arrangement. It is expected that the contractor shall place the order for arrangement of cranes of suitable capacity after the

receipt of Letter of Acceptance.

- C27.2 The Tenderer should submit a list of the components to be sourced from all supplier locations and show the timing of delivery, assembly, testing, and transport to Mumbai.

D Submission of Tenders

D1 The tenderer shall submit their tender on-line on e-tendering website

<https://mahatenders.gov.in/nicgep/app>

- D1.1 'Tender Security' and 'Cost of Tender Document' after due date and time shall not be accepted and online tenders of such tenderers shall be rejected summarily.

The bidder shall upload the scanned copy of the 'Cost of Tender Document' and 'Transaction Proof of Tender Security (EMD) & Bank Guarantee as part of Envelope A on or before the online MMRDA e-tendering portal only. No hard copy shall be submitted from the bidder. The bidder shall submit the original Bank Guarantee (EMD) on date of online opening of Tender up to 11.00hrs. at the Office of the Engineer In - Chief, MMRDA, 7th floor, B wing, New Administrative Building, BKC, Bandra East, 400051.

e-tendering system of MMRDA has two sub-envelopes in Technical Bid / Package. The first sub-envelope is Envelope A which consists of Tender Security (EMD and Bank Guarantee) and Cost of Tender fee. The second sub-envelope is Envelope B which consists of all Technical Documents.

Financial Bid / Package has only one envelope i.e. Envelope C. Bidder has to submit their financial bid in Envelope C.

- D1.2 MMRDA will not be responsible for delay, loss or non-receipt of 'Tender Security' and 'Cost of Tender Document'.
- D1.3 MMRDA shall not be responsible for 'Tender Security' and 'Cost of Tender Document' delivered to any other place.
- D1.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 Late Tenders

- D2.1 Tenders have to be submitted online on e-tendering website <https://mahatenders.gov.in/nicgep/app> It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of MMRDA before the deadline of submission prescribed in NIT.
- D2.2 Submission of Tenders shall be closed on e-tendering website of MMRDA at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- D2.3 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <https://mahatenders.gov.in/nicgep/app> before the deadline of submission. MMRDA will not be responsible for non-receipt of tender documents due to any delay or / and loss etc.
- D2.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3 Modification, Substitution and Withdrawal of Tenders

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents

prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

- D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.3 The Tender submitted online will be taken as a final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E Tender Opening and Evaluation

E1 Tender Opening

- E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.
- E1.2 (a) Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

(c) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Engineer In - Chief, Metro PIU, 7th Floor, New Administrative Building, Mumbai Metropolitan Region Development Authority (MMRDA), Bandra Kurla Complex, Bandra I, Mumbai-400051.

Tenderers may visit MMRDA e-procurement website to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package (Envelope A). The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through the website only. Tender can visit to MMRDA e-procurement website for further information.
- E1.6 Tenderer to note that the timeline of deliverable indicated in the bidding document are to be essentially adhered to. Tenderer may also note that any event of pandemic, quarantine or / and similar events occurred / known during the bidding stage which may likely to affect the delivery timelines will be taken into consideration by Employer while evaluating the bids.

E2 Confidentiality of Tender Information and Copyright

- E2.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

- E2.2** Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates.

The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4 Evaluation of Tenders

Tender Security and Technical Packages will first be evaluated which will cover following items:

E4.1 General Evaluation:

First of all, it will be determined whether each tender is accompanied by valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied by valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be performed as per Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.

E4.2 Evaluation of minimum eligibility criteria

This evaluation will be performed to check if the tenderer qualifies the minimum eligibility criteria of "work experience", "Financial Standing" as laid down in Clause 1.1.3.2 of NIT, "Bid Capacity" criteria as laid down in Clause 1.1.3.3, 1.1.3.4 and 1.1.3.5 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

E4.3 Evaluation of Responsiveness

The Employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any non-conformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- (i) which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification,
- (ii) which contains any deviation in tender security with regards to amount, validity, form and format,
- (iii) which affects in any substantial way, the scope, quality or performance of the Works,
- (iv) which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
- (v) whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

Tender having any material deviation or reservation shall be disqualified and rejected.

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which –

- (a) seeks to shift to the Employer, another Government Agency or another contractor all or part of the risk or / and liability allocated to the contractor in the Tender Documents; or
- (b) include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- (c) fail to submit a workable methodology and programme to suit the local conditions; or
- (d) fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

E4.6 Evaluation of Technical Proposal & other technical data:

- E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18.1 & 18.2. Tenderer(s) may be asked to make a presentation of their proposal to MMRDA team for Evaluation.
- E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.
- E4.7 Tenders not considered substantially responsive and not fulfilling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall not be opened.
- E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E5 Evaluation of Financial Proposals

- E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.
- E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
 - a. Arithmetical errors corrected by the Employer, and
 - b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

E5.2 Correction of Errors

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

E5.3 Comparison of Tenders

Tenders will be compared in Indian Rupees (INR) only.

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package.

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered:

- (i) The total amount quoted by the tenderer for Schedule 'A' of BOQ,
- (ii) The total amount quoted by the tenderer for Schedule 'B' of BOQ, and
- (iii) The total amount of Schedule 'C' of BOQ.

The Tenderer shall quote his offer based on the duly filled Bill of Quantities for Schedules A and B, in the format provided under Volume 6.

The total value of above thus obtained shall be compared amongst various Tenderers to determine the lowest evaluated tender.

E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Indigenization

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organization and procurement processes. The requirement of technology transfer shall be as given in Clause 16 of the Employer's Requirements – General.

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliance to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5, subject to the quoted amount is considered to be acceptable.

F2 Employer's Right to Accept any Tender and to Reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by

notice in writing to the Tenderers terminate the tendering process.

- F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

- F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price').

The "Letter of Acceptance" will be issued under signature of Competent authority of MMRDA. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, 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. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

- F3.2 The Letter of Acceptance will constitute a part of the Contract.
- F3.3 Upon "Letter of Acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the Employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalization of the contract with in a period of thirty (30) days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

The Contractor shall have to register the Contract Agreement with the Registrar, Govt. of Maharashtra at his own cost including stamp duties etc., complete.

If the Contractor fails to register the Contract within stipulated timeline, a penalty of Rs. 5,000/- per day will be imposed on the Contractor.

The Contractor shall submit 5 Nos hard bound copies and scanned colour copy of registered contract document to the Employer and the Engineer within fifteen (15) days of registration of Contract Agreement without no additional cost to the Employer.

F5 Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price (Including GST) in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within thirty (30) days of receipt of the Letter of Acceptance.

The initial Performance Security equivalent to 5% of the Contract Price (including GST) shall be submitted in the form of any of the instruments such as Insurance Surety Bond issued by an insurer approved and recognized by IRDAI, Bank Demand Draft, Fixed Deposit Receipt (FDR), or Bank Guarantee, while the balance 5% shall be recovered through deductions at the rate of 5% from each Running Account Bill.

The required Performance Security for the sum mentioned above may be submitted in anyone of the following forms:

- (a) Insurance Surety Bond issued by an insurer approved and recognized by IRDAI.

- (b) Bank Draft in favor of MMRDA payable at Mumbai from Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-operative banks and Axis Bank) in India.
- (c) Fixed Deposit Receipt duly pledged in favor of MMRDA.
- (d) Irrevocable bank guarantee in the prescribed format, given in Annexure-7 of Instruction to Tenderers (ITT), issued by Nationalized/Scheduled Commercial bank (including Scheduled Commercial Foreign Banks except Co-operative banks and Axis Bank) in India. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

Bank Name: Bank of Maharashtra
Branch: Kalanagar, Bandra (East)
Account No: 60259778998
IFSC Code: MAHB0000164

The B.G. shall be "Payable at any branch in Mumbai Only".

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer. The Performance Guarantee should be valid for a period of six (6) months beyond the Defect Liability Period.

The Tender Security Deposit submitted by the Tenderer, in the form of any instrument permitted under the Tender Documents, shall be fully compliant with the provisions of the Tender Documents and shall remain valid for a period of six (6) months beyond the expiry of the Defects Liability Period.

- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-1 [As per Clause C2.2(f) & C6.1]

REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS

- 1 The Tenderer's attention is drawn to Clause 2 of the Employer's Requirements – General and to Clause 1 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design, construction and methodology.
- 3 **The tenderers Technical Proposal shall cover the following:**
 - 3.1 Understanding and comprehension of the work involved;
 - 3.2 Track structural form, materials and track structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of track structural materials.
 - 3.3 Alignment of roadways and railway, location and geometry of structures and main features thereof, clearances, principal dimensions, principal movements and deflections;
 - 3.4 Testing and investigations undertaken, or to be undertaken;
 - 3.5 Earthworks, slopes, protective measures and ground drainage;
 - 3.6 Foundations, main substructure and superstructure elements;
 - 3.7 Depot cum Workshop buildings including all structural components excluding PEB wherever applicable, methods of jointing and waterproofing, drainage and corrosion protection;
 - 3.8 All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
 - 3.9 Details of method proposed for piling (sub-structure/foundation works), superstructure works etc.;
 - 3.10 Structural and construction arrangements at interfaces with adjacent contracts;
 - 3.11 Traffic management plan showing temporary diversions wherever required;
 - 3.12 Initial settlement assessment, effect on adjacent structures including utilities and proposed protection works including instrumentation and monitoring;
 - 3.13 Approach to co-ordination with other Project contractors. Tenderer shall elaborate the organization further and system giving frequency of meetings or any other system / approach which we will adopt.
 - 3.14 construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
 - 3.15 Protective coatings and systems, finishes.
 - 3.16 Reinstatement works.

4. The Contractor's Technical Proposals shall include the following documents:

4.1 Drawings

Drawings shall illustrate, where appropriate, aspects of the Works identified in paragraph 3 above, including layouts, appearance, main structural features, general arrangements, plans, elevations, principal sections and typical details of critical areas. In particular the drawings shall indicate the proposed arrangements at the interface with adjacent Contractors.

4.2 Specifications

4.2.1 The Specification shall comprise the Construction Specifications which shall consist of the Outline Specification which shall be identical to those contained in the Tender Documents and a Particular Specification. The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Contractor intends to amend or omit and shall contain further material such that the design of the Permanent Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.

4.2.2 In producing the Particular Specifications, the Tenderer shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications and shall not in any event amend or change the numbering in the Outline Specifications.

4.2.3 The Tenderer should note that the Specifications submitted with the Tender as part of the Contractor's Technical Proposals will, prior to acceptance of tender, be merged and consolidated into a single document for incorporation into the Contract.

4.2.4 The Tenderer should note that the Particular Specifications form a crucial part of the Contractor's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating technical compliance of Tenders.

4.3 Statement of Compliance

A statement from the Tenderer is required to be furnished to the effect that the Contractor's Technical Proposals comply with the Technical Specifications and can be developed to become the Definitive Design of the Permanent Works without significant change other than amplification.

4.4 Statement of Maintainability

The Tenderer shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials.

The Tenderer shall demonstrate a reasonable balance between construction costs and maintenance costs and the effect of its proposals on the lifetime costs of the Permanent Works.

The Tenderer shall include in this statement a schedule of the main maintenance operations, for each major component of tunnel structures etc. including intervals between such operations, for all aspects of the required construction and of main spares and stores required and their rates of use.

5. The Tender shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:

5.1 Technical Notes

Such technical notes or notes on calculations necessary for understanding and explaining the Contractor's Technical Proposals.

5.2 Site Investigation Proposals

Results of any site investigations undertaken by the Tenderer and proposals for site investigations to be undertaken by the Contractor giving the nature of the investigations, locations and intended purposes.

5.3 Testing Proposals

Results of any testing undertaken by the Tenderer and proposals for other testing to be carried out by the Contractor for design or associated purposes (not including control of quality of construction, fabrication or manufacture), giving the nature of the testing, intended purposes,

and the location of the test facilities used or to be used.

5.4 Codes and Standards

A list of all codes of practice and standards to be used in the design shall be provided. Except for those codes and standards available in Hindi, all other codes and standards shall be available in certified English translation.

The Tenderer shall provide justification, in accordance with Technical Specifications, for any codes or standards it proposes in its list as alternatives or additions to those specified in the Technical Specifications or any other documents of the tender. The Tenderer will be required, during the Tender process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.

Bidder shall use Standards and codes of latest versions, either specifically mentioned or not.

5.5 Ballastless & Ballasted track structure

The Ballastless & Ballasted track structure installed in the track shall comply to the performance criteria issued by Ministry of Railways at AnnexureC-1 of "Procedure for Safety Certification and Technical Clearance of Metro Systems- December 2015" including latest correction slips issued by Urban Transport and High-Speed Directorate of the Research Designs & Standards Organization (RDSO), Ministry of Railways and approved by Ministry of Railways. A Clause-by-Clause compliance/commentary of the same is to be submitted by the Tenderer. No deviations will be accepted regarding the same.

Further, Tenderer shall submit Completion / Performance certificates from a Competent Authority of any established Metro Railway system/s to the effect that the type of Track structure, has been functioning satisfactorily.

The certificate shall include, but not limited to, the following details:

- i. Complete details of the User Metro Railway system such as:
Name, Address, telephone number, E-mail id, Fax No. etc. and
- ii. Name of the Line
- iii. Length in Track km in viaduct and special features such as,
switches and crossings etc.
- iv. Name of agency who constructed the slab track including details of patent, if any

5.6 Fastening system for Ballastless & Ballasted track

The fastening system installed in the Ballastless & Ballasted track shall comply to the performance criteria issued by Ministry of Railways at Annexure-C2 of "Procedure for Safety Certification and Technical Clearance of Metro Systems- December 2015" with all latest correction slips issued by Urban Transport and High-Speed Directorate of the Research Designs & Standards Organisation (RDSO), Ministry of Railways and approved by Ministry of Railways.

Tenderer shall submit their proposal of fastening system, including their components thereof, of Ballastless & Ballasted track along with the Tender specifically for this Project.

The fastening system for Ballastless & Ballasted track including their components thereof, which is already approved by Ministry of Railways, upto the date of opening of Tender, shall only be considered, for this purpose. Approval letters of Ministry of Railways, Govt. of India, alongwith Drawings and Documents, Design calculations, Test Reports of each component, a clause-by-clause compliance to Performance Criteria mentioned above shall be submitted alongwith the Tenderer's offer. If a Patented Track Design is offered, the Tenderer shall furnish a copy of the MoU entered into between the Tenderer and the Patent holder, which permits the Tenderer to use the Patented design for the tendered work.

5.7 Turnouts, Switches, Crossings, Diamond Crossings and Crossovers

Tenderer shall submit Clause by Clause compliance / commentary against each clause of

Technical Specifications of Turnouts and Crossovers in Volume -4 - Technical Specifications (Cl. 3.17 of Outline Design Specifications and Cl. 9.6 of Outline Construction Specifications) of these Tender Documents for this purpose and also a Clause by Clause compliance/commentary against each relevant clause of Annexure C-1 and Annexure C-2 pertaining to Turnouts, Switches, Crossings, Diamond Crossings and Crossovers.

Fastenings and their components thereof, proposed for Ballastless & Ballasted Turnouts and Crossovers shall be as recommended by the Turnout Manufacturer.

5.8 1080 Grade Head Hardened Rails & 800/260R Grade Rails

UIC 60E1 1080 grade HH Rails & 260R/880 Grade Rails will be as per IRS T-12-2009 with correction slips till submission of tender.

5.9 Tenderers have to submit undertaking as below.

UNDERTAKING FOR COMPLIANCE TO SPECIFICATIONS

We, do, hereby, undertake that we will comply with requirements mentioned in Cl. 5.5, 5.6, 5.7 and 5.8 above alongwith the Technical Specifications (Vol. 4) and Employer's Requirements (Vol. 3) of these documents while executing the work.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-2 [As per clause C8.1]

REQUIREMENTS FOR TENDER PROGRAMME

- 1) The Tender Programme shall show how the Tenderer proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- 2) The Tender Programme or Programmes shall be developed as a critical path network using Primavera P6 Professional Project Management (PPM) P6 v8.0 or latest. The network must be fully resourced and show the co-ordination with Civil Viaduct and Station and System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 3) The Tender Programme shall include of the Tenderer's Design Submission Programme and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- 5) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers that during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of Appendix 4 to the Employer's Requirements in so far as they concern the Works Programme.
- 6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site or / and outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- 7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- 8) All programme shall include design, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-3 [As per clause C12.1]

STAFF REQUIREMENT

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site-staff is given under Annexure-4.

Sr. No.	Designation of Project Personnel	Minimum No. of Project-Personnel Required
1	Project Manager	1
2	Dy. Project Manager / Ballastless & Ballasted Track and Turnouts.	2
3	Deputy Project Manager/Planning, Procurement	1
4	Sr. Engineer/ Rail Welding	1
5	Chief Quality Assurance (QA/QC)- Manager	1
6	Design and Interface Manager	1
7	Senior Safety Manager	1
8	Survey In-charge	1
9	Site Engineer	10
10	Safety Engineer	3

Notes:

- The Contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- These minimum resources are as per the requirements of various activities at different stages of works. All resources need not to be mobilized simultaneously, resources as per the requirement of various stages of works shall be mobilized in accordance with the instructions of the Engineer. The decision of the Engineer in this regard, shall be final and binding. However, the above Key Resources are to be mobilized as per the Works programme or within 30 days of the Commencement Date and as instructed by the Engineer, whichever is relevant.
- The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.

If the Contractor fails to provide the above key position / man power within the time period specified in the Contract, then Engineer may at his sole discretion recover an amount from the due payment of the

Contractor as per below table. The decision of the Engineer will be final and binding to the Contractor.

Table: deductible Amount

S. No.	Deductible amount from due payment per person
1	Rs. 1.00 Lakh per month for first month or part thereof
2	Rs. 2.00 Lakh for subsequent month or part thereof till such time the resource is available

Undertaking:

- i) We confirm to deploy project-personnel required to achieve progress of work as per approved construction work program.
- ii) We confirm to deploy manpower requirement of SHE Organization as required under Conditions of Contract on Safety, Health & Environment (SHE) version 1.2, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-4 [As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S. No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1	Project Manager (Team Leader) *	Graduate in Civil/Mechanical Engg. With experience and good knowledge of Railway Track Engineering & slab track construction	Minimum total experience of 20 years out of which, minimum 08 years' experience in slab track design & execution work and 5 years as In-charge of Ballastless & Ballasted Trackwork and exposure to design
2	Dy. Project Manager / Ballastless & Ballasted Track/ Ballastless & Ballasted Turnout	Graduate/Diploma in Civil Engineering with experience and good knowledge of Railway Track Engineering & slab track construction.	Minimum 12 years for Degree or 15 years for Diploma out of which minimum 04 years- experience in Ballastless & Ballasted Trackwork as applicable.
3	Deputy Project Manager/Planning, Procurement	Graduate/Diploma in Civil Engg with experience and good knowledge of Railway Track Engineering & its planning and interface	Minimum 7 years' Experience out of minimum 04 years- experience in planning, procurement in railway project
4	Chief Quality Assurance (QA/QC)- Manager	Graduate/Diploma in Civil Engg. /Mechanical Engg	Minimum total experience of 10 years out of which, minimum 06 years- experience as Quality Assurance Manager in Railway Track works
5	Sr. Engineer / Rail Welding	Graduate/Diploma in Civil/Mechanical Engineering	10 years' total experience, with 6 years- experience in Flash Butt Welding and AT welding
6	Senior Quality Assurance & Quality Control Engineer *	Graduate/Diploma in Civil Engg./Diploma in Quality Assurance	Minimum total experience of 12 years out of which minimum 07 yrs. In QA (field) and at least two years as In-Charge.
7	Design and Interface Manager/ Civil/Track	Graduate/Diploma in Civil Engineering	Total minimum experience of 10 years out of which minimum 05 years' experience in relevant Structural Design of Ballastless & Ballasted Track Structure/ Structural Design of Bridges.
8	Senior Safety Manager *	Graduate in Construction Safety / Diploma in Construction Safety	Minimum 10 years for Graduate or 12 years for Diploma in relevant field.

9	Senior Surveyor (Survey In-charge)	Graduate in Civil Engg/ Diploma in Surveying from AICTE approved Institute	10 years' total experience, with 6 year experience in Survey of MRTS and Railway Projects
10	Site Engineer	Graduate or Diploma in Civil/ Mechanical Engineering	Minimum 5 years' experience for Degree & 8 years' experience for Diploma in relevant field.
11	Safety Engineer	Graduate or Diploma in Civil/ Mechanical Engineering	Minimum 5 years' experience for Degree & 8 years' experience for Diploma in relevant field.

Above * mark designations required preapproval of MMRDA/GC.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

The figures indicated below are the minimum number of equipment required.

S. No.	Type of equipment required for the work	Minimum No. of Units of equipment required for the work
	Installation / Testing Equipment	
a)	RDSO approved Mobile Flash Butt Welding Plant	1
b)	Total Station	4
c)	Digital Level	2
d)	Auto Level	4
e)	USFD testing Machine	2
f)	Trailer 70 Ft	4
g)	75 MT Tyre Mounted Crane	1
h)	40 MT Tyre Mounted Crane	1
i)	Toe Load Machine for each type of fastening	1 for Each Type

Note:

1. The abovementioned resources are minimum quantity only. These resources shall be available at site for the time period as per the works programme, progress of work, requirement for the project and as instructed by Engineer / Employer. The Contractor may have to deploy a greater number of equipment as per the site conditions and as directed by the Engineer. The decision of the Engineer in this regard, shall be final and binding.

Undertaking:

1. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipment over and above the minimum numbers indicated above, if the work requires so.
2. Hiring of Cranes shall be as per approved vendors for supply of cranes. The contractors are free to propose and utilize plant and machinery after getting approval from the Engineer. Third party certification of cranes, competency certification of the operators etc. would be required before grant of approval.

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-6 [As per clause C18.1 of ITT]

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called “the Bank”) are bound unto Mumbai Metropolitan Region Development Authority (MMRDA) (hereinafter called “the Employer”) in the sum of Rs. For which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS (Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

AND, WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. as Tender Security against the Tenderer’s offer as aforesaid.

AND, WHEREAS (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till (Date to be filled up) (up to **240 days** from the date of tender submission).
- e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause **E5.2** of the “Instructions to Tenderers”.

- c. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a. Fails or refuses to furnish the Performance Security in accordance with Clause **F 5.1** of the "Instructions to Tenderers" or / and
 - b. Fails or refuses to enter into a Contract within the time limit specified in Clause **F 4** of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees)
- (b) This Bank Guarantee shall be valid up to and shall be payable at Mumbai.
- (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.....

**Signature of
Authorized Official of the Bank**

Name of Official

Designation

Stamp/Seal
of the Bank

Signature of Witness

Name:

Address:

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-7 [As per clause F5]

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month & year) between Bank of (Hereinafter called the "Bank") of the one part, and Mumbai Metropolitan Region Development Authority (MMRDA) (hereinafter called "the Employer") of the other part.
2. Whereas Mumbai Metropolitan Region Development Authority (MMRDA) has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND, WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ` (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expression "the Employer, 'the Bank" and "the Contractor" hereinbefore used shall include

their respective successors and assigns.

11. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees)
- (b) This Bank Guarantee shall be valid up to and shall be payable at Mumbai.
- (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) The BG shall be payable at Mumbai.

In witness, whereof I/We of the bank have signed and sealed this guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of the.....Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named.....in the presence of:

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-7A (As per ITT Clause C12.3)

FORM OF ADDITIONAL BANK GUARANTEE

1. This deed of Guarantee made this day of (Month & year) between Bank of...
..... (Hereinafter called the "Bank") of the one part, and Mumbai Metropolitan
Region Development Authority (MMRDA) (hereinafter called "the Employer") of the other part.
2. Whereas Mumbai Metropolitan Region Development Authority (MMRDA) has awarded the contract
for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to
..... (Name of the Contractor) hereinafter called the Contractor.
3. AND, WHEREAS the Contractor is bound by the said Contract to submit to the Employer a
Performance Security for a total amount of ` (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully
authorized to sign and to incur obligations for and on behalf of and in the name
of..... (Full name of Bank), hereby declare that the said Bank will guarantee the
Employer the full amount of Rs. (Amount in figures and Words) as stated
above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is
engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount
upon written order from the Employer to indemnify the Employer for any liability of damage resulting
from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties
involved in the Works under the Contract mentioned above, whether these defects or shortcomings
or debts are actual or estimated or expected. The Bank will deliver the money required by the
Employer immediately on demand without delay and demur and without reference to the Contractor
and without the necessity of a previous notice or of judicial or administrative procedures and without
it being necessary to prove to the Bank the liability or damages resulting from any defects or
shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so
demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings
pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this
guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid
must be for at least six (6) months longer than the anticipated expiry date of defect liability period
as stated in Clause 4.2 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant
a time extension to the Contractor or if the Contractor fails to complete the Works within the time
of completion as stated in the Contract, or fails to discharge himself of the liability or damages or
debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee
under the same conditions for the required time on demand by the Employer and at the cost of the
Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of
the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment
whereof is intended to be hereby secured or the giving of time by the Employer for the payment
hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....),
 - (b) This Bank Guarantee shall be valid up to
 - (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) The BG shall be payable at Mumbai.

In witness, whereof I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1.

Witness 2.

CONTRACT NO: MMRDA/MPIU/ML5A/CA-303

Instructions to Tenderers

Annexure-8 [As per clause 1.1.3.2 B (i) of NIT

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

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 be able to provide overdraft / credit facilities to the extent of Rs.....to meet their working capital requirements for executing the above contract.

____Sd.
Name of Bank: _____
Senior Bank Manager _____
Address of the Bank _____

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

CONTRACT NO: MMRDA/MPIU/ML5/CA-303

Volume – 1

**Form of Tender (FOT)
(Including Appendices)**

FORM OF TENDER (FOT)

Date:

To: Engineer In - Chief

Metro PIU,
Mumbai Metropolitan Region Development Authority (MMRDA),
7th Floor, New Administrative Building,
Bandra Kurla Complex, Bandra (E),
Mumbai – 400051

Name of Work: MMRDA/MPIU/ML5/CA-303: Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai.

CONTRACT PACKAGE MMRDA/MPIU/ML5A/CA-303

Gentlemen,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the MMRDA in respect of above- mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 19A, 20, 21, 22, 23, 24, 25, 26, 27, 28A and 28B hereto, we hereby (jointly and severally)* offer to construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the completion period of **20 months** (from the date of commencement) for the sum stated in the Bill of Quantities (Volume 6 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally) *:
 - (a) To keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/Joint Venture / Consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking) *; and
 - (b) If this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) To hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the MMRDA in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of 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 tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Mumbai will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We are, Gentlemen,

Yours faithfully,

Signature:

Date.....

Name

For and on behalf of

Address.

Witness:

1.

2.

Signature: -----

Signature: -----

Date -----

Date -----

Name -----

Name -----

Address -----

Address -----

Notes:

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium),
- (b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several,
- (c) An authorized representative member must sign the Tender,
- (d) Signature on the Form of Tender shall be witnessed and dated, and
- (e) Copies of the relevant power of attorney shall be attached.

FORM OF TENDER – APPENDIX-1
REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)

S. No.	Description	Ref To Clause No.	Requirement
i.	Amount of Performance Security	Clause 4.2 of the GCC	10% of the Contract Price (Including GST) in types and proportions of currencies in which the contract price is payable. In the event of variations 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 GCC.
ii.	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed.
iii.	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	20 months
iv.	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as per the rate given in Appendix 4 of Employer's Requirement for delay. (ii) The maximum limit of Liquidated Damages on Key Dates shall be 10% of the total Contract price. (iii) Total maximum limit of LD, including sums payable by the employer to designated contractors, is 15% as mentioned in GCC.
v.	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	104 weeks after the date of issue of Taking-Over Certificate for the Whole of the Works.
vi.	Amount of advance payment	Clause 11.2 of the GCC	As per clause No. 37 and 38 of SCC
vii.	Amount of Professional Indemnity Insurance (PII).	Clause 15.1 and 15.5 of the GCC	AOI (any one incident) limit equal to 6% of the Contract Price, with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy, the deductible amount shall not be more than 5% of the AOI limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits a policy for a shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such a situation, the performance guarantee shall be retained till the required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
viii.	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
ix.	Amount of Third-Party Insurance	Clause 5.8 and 15.3 of the GCC	INR 0.50 Million for any one incident, with no. of incidents unlimited.
x.	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 4 weeks from the "date of commencement."
xi.	Contract Key Dates	Clause 8.2 of the GCC	Refer Appendix 2B of the Employer's Requirement
xiii.	(a) Contractor's Name and Address	GCC clause 18.1 (Tenderer to Complete)
	(b) Employer's Name and Address	GCC clause 18.2	Mumbai Metropolitan Region Development Authority (MMRDA), Metro PIU 7th Floor, New Administrative Building, Bandra Kurla Complex, Bandra (E), Mumbai – 400051

Date:

Place:

Signature of authorized signatory of Tenderer

FORM OF TENDER – APPENDIX-2

BILL OF QUANTITIES / PRICING DOCUMENT

We, (name of tenderer) hereby undertake that, the bill of Quantities (Pricing Document) & Schedule of Payments (Volume 6 of the tender document) duly completed in all respect and submitted by us in – Financial Package.

Signed.....

For and on behalf of
(Name of tender/ joint venture)

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER – APPENDIX-3

OUTLINE QUALITY PLAN

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

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

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

FORM OF TENDER - APPENDIX 4

OUTLINE SAFETY, HEALTH & ENVIRONMENT PLAN

The Tenderer shall submit as part of his Tender an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the conditions of contract on SHE and SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 4.16 and 4.17 of the GCC.

The Outline Plan shall be headed with a formal statement of policy in relation to safety, Health & Environment protection and shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with Clause 4.16 and 4.17 of the GCC.

The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health & Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

FORM OF TENDER - APPENDIX 5

TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of **Annexure-1 to the Instructions to Tenderers.**

FORM OF TENDER - APPENDIX 6

GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET	
Tenderer's Legal Name	
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication	
Tenderer's authorized signatory (Name, designation, address, contact no.)	
Tenderer's authorized representative (name, designation, address, contact no.)	

Following Needs to Be Submitted by the Tenderer:

- (i) Affidavit in case of Proprietary firm,
- (ii) Partnership Deed in case of partnership firm,
- (iii) Memorandum & Article of Association in case of a Public / Private limited company,
- (iv) Deleted
- (v) Authorization / POA in favour of authorized signatory of tenderer to sign the tender.

Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with MMRDA related to the tender.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

FORM OF TENDER - APPENDIX 7

STAFFING SCHEDULES AND ORGANISATION CHART

- (i) We hereby confirm to deploy the minimum manpower as per Annexure-3 of ITT and with prescribed qualifications and experience as detailed in Annexure-4 of ITT.
- (ii) We also confirm to deploy manpower required for safety as per Appendix-5 of Conditions of contract on Safety, Health & Environment, Mumbai Metro Rail Project.

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

The Tenderer shall provide a complete Staffing Schedule and Organization Chart that he proposes for the work which has to satisfy the requirements of items 1 & 2 above.

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 8

SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

Schedule of Components Manufactured Offshore

Item	Description of Plant to be Imported
	(to be produced and submitted by Tenderers)

FORM OF TENDER - APPENDIX 9

TENDER INDEX

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

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

FORM OF TENDER - APPENDIX 10

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENT

- (i) We hereby confirm to deploy the minimum resources as per the minimum requirement mentioned in **Annexure-5** of ITT.
- (ii) We also confirm to deploy plants & equipment over and above the minimum numbers indicated as per Annexure-5, if the work requires so as per directions of Employer/Engineer, Metro PIU.
- (iii) We further confirm that we shall only mobilize "Truck Transmission type" Pick and Carry Hydra Crane – 2nd / 3rd Generation models, wherever Hydra Cranes will be required.

**Seal & Signature of Authorized
Signatory of the Tenderer**

The Tenderer shall provide complete details of Resource Plants & Equipment's he proposes for the work which has to satisfy the requirement of item i, ii & iii above.

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer

FORM OF TENDER - APPENDIX 11

(As Per Clause A4.2)

UNDERTAKING FOR CORRUPT AND FRAUDULENT PRACTICE

It is confirmed and declared that we, or any of our associates, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

**STAMP & SIGNATURE OF
AUTHORIZED SIGNATORY**

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 12
[As Per Clause E2]

COPYRIGHT UNDERTAKING

Date

To:

Engineer In - Chief
Metro PIU,
Mumbai Metropolitan Region Development Authority (MMRDA) 7th Floor, New Administrative Building
Bandra Kurla Complex, Bandra (E), Mumbai – 400051

LETTER OF UNDERTAKING

Contract:

MMRDA/MPIU/ML5/CA-303: “Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai.”

We, (name of tenderer) hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by MMRDA shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the tenderer, the tenderer parent companies, or sub-contractors of the joint venture are as applicable or will be involved with either in India or any other country.

Signed.....

For and on behalf of
(Name of tenderer)

Notes:

1. The undertaking shall be signed by an authorized signatory of the tenderer

FORM OF TENDER - APPENDIX 13

[As Per Clause C2.2 (n)]

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

S. No	Clause	Deviations	Remarks (Including justification)	Confirming that the price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No)

Notes:

1. The Tenderer shall indicate price adjustment against each deviation in Appendix-13A of BOQ / Pricing Document. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Proforma of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.

If the tender proposes deviations in tender documents or / and any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorized signatory on behalf of Tenderer

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 14

[As per clause C8.1]

TENTATIVE TENDER PROGRAMME

(To be submitted by the tenderer as per Clause C8 of ITT in tender submission)

FORM OF TENDER - APPENDIX 15

[As per clause E4.2]

FINANCIAL DATA

**(WORKS PERFORMED DURING THE LATEST LAST FIVE FINANCIAL YEARS)
NAME OF THE TENDERER**

(All amounts in Rupees in Crores)

S. No.	Description	Financial Data for Last 5 Audited Financial Years				
		Year 2020-2021	Year 2021-2022	Year 2022-2023	Year 2023-2024	Year 2024-2025
1	2	3	4	5	6	7
1	Total value of construction work performed as per audited financial statements					

Notes:

- (i) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.
- (ii) All such documents reflect the financial data of the tenderer, and not that of sister or parent company.
- (iii) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. **2020, 2021, 2022, 2023 and 2024.**
- (iv) The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number.
- (v) The above financial data will be updated on last day of month previous to the month of last date of Tender submission to price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

FORM OF TENDER – APPENDIX 16

[As per clause E4.2]

WORKS IN HAND

As on first day of the month of tender submission

Applicant's legal name **Date**.....

Group Member's legal name..... **Page** **of** **pages**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract price in Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be performed in Rupee equivalent on the last day of the month previous to the month of the last date of Tender submission.	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be performed in 2026-27 (on last day of month previous to the month of last date of Tender submission to 31st March '2027)	Value of work to be performed in 2027-28 (1st April '2027 to 31st March 2028)	Value of work to be performed in 2028-29 (1st April '2028 to balance Period)
Total									

Note:

The financial data in the prescribed format above shall be certified by Chartered Accountant / Company Auditor in original under his signature & stamp.

FORM OF TENDER – APPENDIX 17

WORK EXPERIENCE

Applicant's legal name **Date**.....

Group Member's legal name..... **Page** **of**.....**Pages**

For works as stipulated under clause no. 1.1.3.2 (A) (considering escalation as per Clause 1.1.3.2 of Notes Bullet no. 3)

Specific Construction Experience		
Similar Contract Number _____of_____required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR on last day of month previous to the month of last date of Tender submission
If JV members specify percentage participation in contract & amount (Please refer Note-1)	% Participation	In equivalent INR at the on last day of month previous to the month of last date of Tender submission price level

Notes:

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the applicant/member concerned should be indicated and the remaining performed by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- Separate sheet for each work along with Clients Certificate to be submitted.

FORM OF TENDER - APPENDIX 17A:

SUMMARY OF INFORMATION PROVIDED IN APPENDIX 17

Applicant's legal name **Date.....**

Group Member's legal name..... **Page of..... pages**

Name of Applicant (each member in case of group)	Total Number of works as per clause no. 1.1.3.2 A at the price level on last day of month previous to the month of last date of Tender submission.	No. of contracts delayed, i.e., completed beyond the original date of completion

Notes:

1. In case the work was performed as JV / Consortium, only the value of work performed by the applicant as per his percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?

FORM OF TENDER – APPENDIX 18

FINANCIAL DATA

Applicant's legal nameDate

Group Member's legal name..... Page of.....Pages

Each Applicant must fill in this form

S. N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover (From construction)					
11.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

- (i) Separate Performa shall be used for each member.
- (ii) All such documents reflect the financial data of the Applicant, and not sister or Parent Company.
- (iii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
- (iv) Historic financial statements must be complete, including all notes to the financial statements.
- (v) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2020, 2021, 2022, 2023 and 2024.
- (vi) Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Share holders' equity does not include preferred shares.
- (vii) This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.

FORM OF TENDER – APPENDIX 19

(Undertaking as per clause 1.1.3.1 v of NIT)

We do hereby undertake that none of the MMRDA/ any other Metro Organization / ministry of Housing & urban Affairs / order of Ministry of commerce, applicable for all Ministries has banned business with us as on the date of tender. Also, no contract of the value more than 10% of Estimated value of work, executed individually, has been **rescinded / terminated by MMRDA/ any other Metro Organization after award during last 3 years** (from the last day of the previous month of Tender submission) due to non-performance of the tenderer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER – APPENDIX 19A

(Undertaking as per clause 1.1.3.1 v of NIT) (to be submitted by the tenderer)

We do hereby undertake that following are the list of all the on-going similar Ballastless, Ballasted Trackwork awarded by MMRDA / Any other Metro Organization/ Railway of value more than 40% of Estimated value of work and the list of completed Ballastless, Ballasted Trackwork awarded by MMRDA / any other Metro Organization/ Railway within last one year (from the last day of the previous month of tender submission) of value more than 40% of Estimated value of work.

Applicant's legal name **Date**.....

Page **of**..... **Pages**

S. N.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor	Overall Performance w.r.t contract provisions.
	MMRDA WORK			
1				Satisfactory / unsatisfactory
	WORK other than MMRDA			
2				Satisfactory / unsatisfactory
Add required number of rows				

We do hereby undertake that the performance of works has been indicated above for all the works which are based on Client / Employer certificate. We also understand that MMRDA at its sole discretion, may get performance of any such work, verified directly from the Client / Employer for the works listed above and if performance from Client/ Employer for such work is found to be unsatisfactory, we shall be considered non-compliant to the Tender condition.

Notes:

- The tenderer shall submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated, and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of satisfactory performance Certificate from Client / Employer / Undertaking regarding satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of the tenderer in terms of Note (b) below.
- If the tenderer has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory performance in any of the works of tenderer. Otherwise, the tenderer shall be considered ineligible for participating in tender process.
- In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- If there are any adverse remarks in the client's completion/performance certificate, the same shall be

examined during technical evaluation.

- e. If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as “fraudulent practice “under Clause 4.33.1 a (ii) of GCC and tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b), (c) & 13.2.1 of GCC.
- f. The undertaking shall be signed by authorized signatory of the Tenderer.

Stamp & Signature of Authorized Signatory

Example:

Works reported in the Appendix 19A	1-4	5	6	7	8	9	10	above 14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER – APPENDIX 20

Undertaking as per clause 1.1.3.1 vi of NIT)

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10 % (or more) of the contract price in a contract due to delay nor imposed with penalty of 10% (or more) of the Contract price due to any other reason in the works awarded by MMRDA/Any other Metro implementing Organization contract of value more than 10% of Estimated value of work executed either individually or in a JV/Consortium during last three years (from the last day of the previous month of tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 21

(Undertaking as per clause 1.1.3.1 vii of NIT)

(UNDERTAKING FINANCIAL STABILITY)

We do hereby undertake that we have not suffered bankruptcy/ insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 22

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (as detailed in NIT Clause 1.1.4)/addendum/clarifications along with the set of enclosures hosted on e-tendering website / portal of MMRDA. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering website / portal of MMRDA. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER – APPENDIX 23

(Undertaking as per clause 1.1.3.1 viii of NIT)

(UNDERTAKING FOR NOT BEING IN THE PROCESS OF DEBT RESTRUCTURING)

We do hereby undertake that we have not obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date. A certificate to this effect from our statutory auditors is enclosed herewith.

Or

We do hereby undertake that we have obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date. We undertake to make separate bank account for operation of the advances to-be-obtained / obtained for the work under GCC Sub-Clause 11.2.1 and shall not divert the same for the purposes other than the intended purposes at the time of taking the said advances. Accordingly, for this purpose shall have an arrangement with the Bankers. A certificate to this effect from our Bankers & statutory auditors is enclosed herewith.

Enclosures: As above.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer

FORM OF TENDER - APPENDIX 24

(STATUTORY PREFERENCE TO MAKE IN INDIA)

A Foreign Company registered under relevant legislation in its country of origin and having permission to carry out business in India. If the country of origin of the foreign company shares Land border with India, such bidders shall be eligible only if they comply with the procurement guidelines specific to the bidders as mentioned in the directives issued by Government of India. Bidders are supposed to read the terms and conditions carefully and comply with the same in all respects.

(STAMP & SIGNATURE OF AUTHORISED SIGNATORY)

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 25

STATUTORY REQUIREMENTS OF BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA

I do hereby undertake that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached.)

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes:

1. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER - APPENDIX 26

(FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS)

To

The Engineer In - Chief – Metro PIU,
7th Floor, New Administrative Building,
Mumbai Metropolitan Region Development Authority,
Bandra – Kurla Complex, Bandra East,
Mumbai – 400 051.

- 1) This deed of Guarantee made on this day of (Month), (Year) between Bank [Name of Bank] (a company constituted under the Companies Act 1956/2463 and deemed to be a banking company under the Banking Regulation Act. 1949, having Registered Office and Head Office at (Bank Address), and for this purpose acting through branch at (Branch Office Address) (Hereinafter called the "Bank") of the one part, and **Mumbai Metropolitan Region Development Authority (MMRDA)** (hereinafter called "the Employer") of the other part for the Contract:

MMRDA/MPIU/ML5/CA-303: "Design, Development, Supply, Installation, Testing & Commissioning of Standard Gauge Trackworks (Ballasted and Ballastless) in Kasheli Depot Track Work for Line 5 Corridor of Mumbai Metro Rail Project of MMRDA, Mumbai."

- 2) Whereas Mumbai Metropolitan Region Development Authority (MMRDA) has awarded the contract for (Contract No.) (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
- 3) AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Bank Guarantee against Mobilization Advance / Advance against Plant & Machinery for a total amount of (INR _____ /-) (in Words).
- 4) Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), and we hereby declare that the said Bank will guarantee the Employer the full amount of (INR _____ /-) (in Words) as stated above.
- 5) After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the afore mentioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. However our liability under this Bank Guarantee shall not exceed (INR _____ /-) (in Words) and shall be valid up to _____ with last date to claim up to _____.
- 6) This Guarantee is valid till (Day/Month/Year) (The initial period for which this Guarantee will be valid must be for at least till the end of contract period as stated in Clause 4.2 & 11.2 of the "General Conditions of Contract".)
- 7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank at its discretion will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the contractor.
- 8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the

Bank or of the Contractor.

- 9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10) The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

The bank guarantee shall be payable at Mumbai. Address of the branch is _____.

This Advance Payment Guarantee will come into effect only after the receipt of the advance payment amount of (INR _____/-) (in Words) into the account no.: _____ of M/s. (Name of the Contractor) maintained with (Name of BANK).

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the Advance payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

The beneficiaries are advised in their own interest to verify the genuineness of the guarantee with the SFMS message that had been sent to the beneficiary's bank branch, i.e. Bank of Maharashtra, Branch - Kalanagar, Bandra (East), IFSC Code: MAHB0000164.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed (INR _____/-) (in Words).
2. This Bank Guarantee shall be valid up to (Day/Month/Year); and
3. We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Day/Month/Year) else all your rights under the said guarantee shall be forfeited and shall be released and discharged from our liabilities there under irrespective of whether the original bank guarantee together with all extensions if any, are not returned to us.

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (Month/Year).

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

Designation (with Bank stamp)

Designation (with Bank stamp)

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 Employer.

FORM OF TENDER - APPENDIX 27

FORM OF JOINT VENTURE / CONSORTIUM AGREEMENT

Deleted