



महा मुंबई मेट्रो

Maha Mumbai  
Metro

**e-Tender for  
Provision of the Services of Assistant Station  
Controller cum Emergency Train Operators at  
Mumbai Metro Stations of Line 2A, 7, 2B, 9  
and Upcoming Metro lines**

**VOLUME - 1**

**MAHA MUMBAI METRO OPERATION  
CORPORATION LIMITED (MMMOCL)**

NaMTTRI Building, Adjoining New MMRDA Building,  
Bandra- Kurla Complex, Bandra (East), Mumbai- 400 051

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## CHAPTER - I: DETAILED E-TENDER NOTICE



### MAHA MUMBAI METRO OPERATION CORPORATION LIMITED (MMMOCL)

(A Government of Maharashtra PSU)

NaMTTRI Building, Adjoining New MMRDA Building  
Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051,

Email-ID: [do@mmmocl.co.in](mailto:do@mmmocl.co.in).

Website: <https://mahatenders.gov.in>, [www.mmmocl.co.in](http://www.mmmocl.co.in)



### E-Tender Notice

Maha Mumbai Metro Operation Corporation Limited (MMMOCL) invites bids from eligible Bidders through e-Tendering as detailed below.

Parameters	Details		
Name of Tender/Bid	Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines		
Period	3 Years (36 Months) from the date specified in Letter of Commencement (LOC)		
Contact Details	Director (Operation) or Addl. GM (O&S) E-Mail: <a href="mailto:do@mmmocl.co.in">do@mmmocl.co.in</a> or <a href="mailto:agmo@mmmocl.co.in">agmo@mmmocl.co.in</a>		
Important Date & Time	Milestone	From	To
	Bid Document Download	26.03.2025 (12:00 Hrs.)	25.04.2025 (15:00 Hrs.)
	Last Date for Online Submission	-----	25.04.2025 (15:00 Hrs.)

The e-Tender document can be downloaded from <https://mahatenders.gov.in/nicgep/app>. For detailed information and subsequent Addendum/Corrigendum (if any), please log on to above e-tendering portal.

Any additional information & help for uploading & downloading the e-tender may be availed by contacting Mahar Tender portal 24x7 help desk at the following address:

[support-eproc@nic.in](mailto:support-eproc@nic.in) or call on 022-35001829.

In case of any query/ clarifications, Bidding entities are requested to communicate with above contact details.

Date: 25.03.2025

Place: Mumbai

Sd/-  
Managing Director  
MMMOCL

**CHAPTER-II**  
**CONTRACT DATA**

**1.1 Contract Financial Estimation:**

Sr. No.	Particulars	Amount (in Rupees)
1	Estimated cost put to bid	Rs. 29,79,03,378/- including GST
2	Earnest Money Deposit (@2%) (As mentioned in Chapter-III Clause: 7.1)	Rs. 59,58,067.56/-
3	Performance Security (@5%) (As mentioned in Chapter-III Clause: 8.1)	5 % of awarded Contract Value
4	Additional Performance Security (if any)	(As mentioned in Chapter-III Clause: 9)
5	Contract Period	3 Years (36 Months)

**1.2 Key Schedule Dates:**

SN	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1	Tender Publication	Tender Document Download	26.03.2025 12:00 Hrs.	25.04.2025 15:00 Hrs.
2	----	Submission of Pre-bid Queries	26.03.2025 12:00 Hrs.	05.04.2025 18:00 hrs.
3	----	Pre-bid Meeting	04.04.2025 11:00 hrs.	----
4	----	Bid Preparation and Submission	26.03.2025 12:00 Hrs.	25.04.2025 15:00 hrs.
5	Tender Closing	----	25.04.2025 15.01 hrs.	----
6	Opening Envelope I - Packet A and B	----	26.04.2025 15:00 hrs.	----
7	Presentation on Methodology	----	Date to be advised later	
8	Opening Envelope II – Packet C	----	Date to be advised later	

CHAPTER-III**GUIDELINES FOR SUBMISSION OF E-TENDER**

Maha Tender Portal: <http://mahatenders.gov.in/nicqep/app>

This Tender is invited by the MD, MMMOCL, NaMTTRI Building, Adjoining MMRDA New Administrative Building, Bandra- Kurla Complex, Bandra (East), Mumbai-400 051, from the agencies fulfilling conditions as under:

**1. LOCATION OF THE WORK**

Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.

**2. DURATION OF CONTRACT**

3 (Three) years.

**3. COST OF TENDER DOCUMENT**

Tender Document with supporting documents can be downloaded for reference purpose from the Maha Tender Portal during the period mentioned in the Tender Notice. Interested Bidders have to make online payment of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) inclusive of GST (non-refundable) as Tender Processing Fee using online payment gateway during bid preparation using Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.

**4. BIDDER'S TECHNICAL QUALIFICATION REQUIREMENT**

4.1 The experienced Bidder should have successfully completed similar works/services during last five years ending 28<sup>th</sup> February 2025 as following:

4.1.1 At least **one similar completed work/service** costing not less than an amount equal to 80% of the estimated cost of the tender

Or

4.1.2 At least **two similar completed works/services** each costing not less than an amount equal to 50% of the estimated cost of the tender

Or

4.1.3 At least **three similar completed works/services** each costing not less than an amount equal to 40% of the estimated cost of the tender

4.2 ***Definition of Similar Work:*** Experience of supplying qualified and skilled technical manpower and associated services for carrying out Metro Rail Station/Train Operation and/or both or Metro Train maintenance (Rolling stock, Signaling) or Metro train testing & commissioning or technical work done of any Metro rail associated to State Government/ PSUs/ Companies.

**Note:**

4.2.1 The tenderer shall submit details of similar works/service executed/provided by them as per attached format in appendices along with documentary proof such as satisfactory

work completion certificates from client indicating nature/scope of work, actual completion cost and date of commencement for such works/services.

- 4.2.2 For ongoing works/ services, the work completed for which payment has been received till 28<sup>th</sup> February 2025 shall be treated as part of evaluation with documentary proof such as satisfactory work completion certificates from client indicating nature/scope of work, actual completion cost and date of commencement for such works/services should be submit & uploaded. Also, if cost is not mentioned in Work experience certificate provided by the client then documentary proof such as copy of work order/LOA/contract copy, Bill of Quantities, Bill-wise detail of payment received certified by CA, TDS certificates, copy of final/ last bill paid by the client should be uploaded, CA Certificate mentioning contract period and entire invoicing amount in contract period (FY wise) should be submit & uploaded.
- 4.3 Certificates of satisfactory completion of similar works shall be issued by authority not below Head of Department or equivalent responsible authority of the organization or Authorized officer of organization where the services were provided. The bidder in Envelope - I will upload the copies of such experience certificates. If the bidder is giving or has given their services to MMMOCL, it will be mandatory to submit MMMOCL's satisfactory performance certificate.
- 4.4 The Bidder must have a local office at Mumbai and shall submit the proof of having an office in Mumbai. If local office is not yet setup in Mumbai then bidder shall give declaration that they will setup office in Mumbai before the signing of Master License Agreement.
- 4.5 Bidder should submit declaration about not have been blacklisted/ debarred/ declared ineligible for award of contract by any Government / Government undertaking/ Semi Government / Govt. Controlled Institutions/ Projects in India, as on date of submission if the bid. Also, bidder should not have abandoned any of the Works after award of the contracts during the last five (5) years from the date of opening of RFP as per given format in **Appendix-13**.
- 4.6 Bidder should submit valid certificate of registration for **ESIC & EPF**.
- 4.7 The bidder shall require to submit certified copy of Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be).
- 4.8 Bidder shall submit certified copy of **Income Tax PAN Card/GIR No.**
- 4.9 A statement showing names of Partners, Directors etc. of the firm with complete address of each shall be submitted.
- 4.10 The bidder must have a valid labor license issued for previous works. Attested copy of the same shall be submitted.

## 5. BIDDER'S FINANCIAL QUALIFICATION REQUIREMENT

- 5.1 Average annual financial turn over during last three financial years ending 31st March 2024 should be at least 30% of the estimated cost of the tender. Turnover Certificate to be submitted as per **Appendix - 6**.
- 5.2 **Net Worth:** Bidder should have Positive Net Worth in last three financial year ending 31st March 2024. Certificate of Net worth duly signed by CA as per **Appendix - 6** to be submitted.
- 5.3 **Solvency Certificate:** Bidders should upload scanned copy of Solvency Certificate to the extent of 20% of the estimated cost of the tender from Nationalized Bank or Scheduled Bank at the time of Bid submission.
- 5.4 Bidder shall upload Audited Balance Sheets and profit & loss account statement of previous three financial years duly certified by C.A (i.e. FY 2021-22, FY 2022-23, FY 2023-24).

- 5.5 Bidder shall submit certified copy of Income Tax Returns of last three financial years.
- 5.6 Bidder shall have a 'GST Registration Number' in the name of the Bidder and shall submit **GST tax registration certificate** in the name of the Bidder.

## 6. OTHER GUIDELINES FOR BIDDER

- 6.1 The Bidder is requested to submit any questions in writing or on mail, to reach the Employer before given key schedule dates to [amso1@mmmoocl.co.in](mailto:amso1@mmmoocl.co.in), [agmo@mmmoocl.co.in](mailto:agmo@mmmoocl.co.in) & [do@mmmoocl.co.in](mailto:do@mmmoocl.co.in) Location of Pre-Bid meeting will be as follows:  
Second Floor, Conference Room, MMMOCL, NaMTTRI Building, Adjoining MMRDA New Administrative Building, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.
- 6.2 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 Digital Signature Certificate (DSC), Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in Download sections of the portal.
- 6.3 The lowest Bidder will have to submit the rate analysis of items.
- 6.4 Bidder should upload scanned copies of all technical bid documents on Maha Tender portal & submit one hard copy (Xerox copy) of technical bid documents to MMMOCL office within seven days after end date of bid at the address provided above. Please ensure that hard copy of the technical bid matches with submitted/uploaded documents on the Maha Tender portal. Submission made through the tender portal will only considered for evaluation. Also, produce in original on request by MMMOCL at any stage after e-tender opening.
- 6.5 The acceptance of tender will be intimated to successful Bidder by email or otherwise by the competent authority to accept the tender or by the higher Authority of MMMOCL, to the Bidder, which shall be deemed to be an intimation of the tender given by the Competent Authority to accept the tender.
- 6.6 The successful Bidder shall be equally responsible for executing, completing the work as per specifications and if any decision of Hon'ble Consumer/any Court is received regarding quality of work then the judicial decision will be binding on the Bidder for rectification
- 6.7 MMMOCL reserves the right to verify financial transaction of Bidder in his Bank/ Financial Institutions. Bidder should give authority to that effect along with his account number and Bank/ Financial institution name & address. Any changes / modification may be communicated to MMMOCL immediately.

## 7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 7.1 Earnest money for this work will be 2% of estimated cost put to bid.
- 7.2 EMD can be paid by using Online payment gateway (i.e., Debit Card/Credit Card/Net-Banking.)
- 7.3 Bidders need to upload scanned copy of system generated tender fee receipt and EMD paid receipt during bid preparation in Envelope – I.
- 7.4 Bidders failing to complete the payment of EMD using Online payment gateway will not be able to submit their bids.
- 7.5 **EMD Refund:**

- i. Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. MMMOCL or Maha Tender Portal will not be liable for delays caused in EMD refund due to incorrect beneficiary details.
- ii. As per Maha Tender Portal process, Earnest Money Deposit of unsuccessful bidders will be refunded (Auto refund facility) to all unsuccessful bidder automatically and for Successful bidder, MMMOCL will refund manually only after finalization of Tender and signing of the agreement with the Successful bidder. Bidders should also upload scanned copy of cancelled cheque at the time of bid submission.

## 8. PERFORMANCE SECURITY / BANK GUARANTEE

- 8.1 The Performance Security required shall be for 5% of the total awarded contract value. The Performance Security shall be furnished to the Employer within 30 (Thirty) days of issue of the notification of award i.e., Letter of Acceptance. The required Performance Security for the sum mentioned above shall be submitted in the form of Bank Guarantee.
- 8.2 Irrevocable bank guarantee in the prescribed format, given in **Appendix-3**, issued by a Nationalized Bank/Scheduled Commercial Bank except Axis Bank. 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:

Account name: Maha Mumbai Metro M (3) Operation Corporation Limited

Bank Name: STATE BANK OF INDIA

Bank Branch: Government Colony Bandra (East)

Account No.: 39579947249

IFSC Code: SBIN0003838

MICR Code: 400002031

- 8.3 List of Banks for bank guarantee in the prescribed format:

### i. Nationalized Banks

State Bank of India	Allahabad Bank
Andhra Bank	Bank of Baroda
Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India
Corporation Bank	Indian Bank
Indian Oversea Bank	Oriental Bank of Commerce
Punjab National Bank	Punjab & Sind Bank
Syndicate Bank	United Bank of India
Union Bank of India	UCO Bank
Any other Nationalized Bank	

### ii. Scheduled Commercial Banks

HDFC Bank	DCB Bank Ltd
IndusInd Bank	ICICI Bank
Yes Bank	Kotak Mahindra Bank



Any other Scheduled Commercial Banks except Axis Bank

- 8.4 The Performance Bank Guarantee issued on the Structured Financial Messaging System (SFMS) platform except Axis Bank shall only be acceptable to the Employer. The Bank Guarantee shall be payable at any branch in Mumbai and valid for a period of 3 (Three) Years and 6 (Six) Months from the date of issue of Letter of Acceptance.

## 9. ADDITIONAL PERFORMANCE SECURITY

Additional Performance Security to be paid by the selected Contractor towards unreasonably low tender shall be calculated as follows:

- 9.1 As per महाराष्ट्र शासन निर्णय, क्रमांक : सीएटी/2017/प्र क्र 8/इमा-2 मंत्रालय, मुंबई 400 032 दिनांक : 12 एप्रिल, 2017.
- 9.2 शासन परिपत्रक क्रमांक सीएटी/2017/प्र. क्र.08/इमा-2 मंत्रालय, मुंबई 400 032. दिनांक 26 नोव्हेंबर, 2018.
- 9.3 Revised consolidated guidelines in Govt. of Maharashtra, PWD dated 27.09.2018 for details or any other updated guidelines issued by GoM.
- 9.4 Additional Performance Security Deposit - The agency has to submit an undertaking along with Technical documents mentioned that "Additional Performance Security Deposit submitted in Financial envelope".
- 9.5 The agency shall have to furnish an additional Bank Guarantee in the form of Bank Guarantee issued by a Nationalized Bank/Scheduled Commercial Bank except Axis Bank.
- 9.6 The Additional Performance Security shall be released as per same terms and condition as performance security.

## 10. VALIDITY OF TENDER

One Hundred Eighty (180) days from the last date of submission of tender. During this period no Bidder shall be allowed to withdraw the Tender. The award of Tender shall be decided and Letter of Acceptance will be issued by the MMMOCL within validity of the offer received. In exceptional cases, MMMOCL will request the Bidder(s) to extend the validity.

## 11. REVISION OR AMENDMENT IN TENDER DOCUMENT

- 11.1 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/corrigendum. Such an amendment in the form of an addendum will be made available at e-tendering portal <https://mahatenders.gov.in/nicgep/app> to all prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing addendum given, the date of submission at its sole discretion may be extended by MMMOCL.
- 11.2 Without prejudice to the order of preference as specified, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addendum and include them in the tender submittal.
- 11.3 The Bidder should note that there might be aspects of his Tender and/or 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 below, and whether as supplements to, or amended versions of such documents. Save as aforesaid, all such amendments or clarifications shall have contractual effect.

## **12. IMPORTANT INSTRUCTIONS TO BIDDERS**

- 12.1 The successful Bidder will have to sign an agreement as required. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the Bidder. Submission of a tender by a Bidder implies that they had read these instructions and has made himself aware of the scope of the work, conditions of contract and the MMMOCL will not, therefore, bear any extra charges on any account.
- 12.2 Conditional tender shall not be accepted.
- 12.3 The right to reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority.
- 12.4 The successful Bidder shall have to work in co-ordination and cooperation with any other contracting agencies appointed by the MMMOCL to work simultaneously in the same or adjoining area. The decision of the MMMOCL in case of any dispute between the different agencies appointed by the MMMOCL shall be final and binding.
- 12.5 The detailed e-Tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document.
- 12.6 The Bidder shall carefully study the various terms & conditions/ stipulations mentioned in the Tender Document before submitting the Tender.
- 12.7 The agency whose tender is accepted will be required to produce a valid and current license issued in his favour under the provision of the Contract Labour (Regulations and Abolition) Act 1970 and in case of failure to do so, the acceptance of the tender would be liable to be withdrawn and earnest money forfeited.
- 12.8 Agency shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work from the 'Directorate of Insurance, Maharashtra State, Mumbai- 400 051 only. Insurance Policy/ Policies taken out from any other insurance company will not be accepted. However, if the agency desires to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements (with G.I.F.'s share at 60% and insurance Company's share at 40%) approved by the Directorate of Insurance. If the policy taken out by the agency is not on co-insurance basis the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the agency for the executed contract work. Insurance should be for entire contract period from the starting date of contract. Please refer Guidelines mentioned DOI, Govt of Maharashtra.

### 13. SUBMISSION OF TENDER

- 13.1 Bidder shall follow the instructions displayed on the e-tendering portal for submission of e-tender.
- 13.2 Bid shall be comprising two envelopes submitted simultaneously and both envelopes shall be uploaded on e-tendering portal site.
- i. Envelope I - containing Tender fee receipt & EMD receipt along with **Appendix-7** (Packet A) & Technical Bid - Eligibility & Qualification (Packet B) supporting documents along with all concerned Appendices.
  - ii. Envelope II - Price Bid (Packet C) with **Appendix -8**.
- 13.3 **Packet A of Envelope I** shall comprise of the following,
- i. Receipt of e-tender fee.
  - ii. Receipt of Earnest Money Deposit (EMD).
- 13.4 **Packet B of Envelope I** shall comprise of the following,
- i. All duly filled & signed corresponding Appendices.
  - ii. Signed copy of entire bid document including Addendum/Corrigendum with Reply to pre-bid queries, if any.
  - iii. All necessary essential & supporting documents for fulfilling eligibility & qualification criteria.
- 13.5 **Packet C of Envelope II** shall comprise of the following,  
The Bidder shall quote the price/per Man-Day, total amount and other details considering the cost on bidder as per the clause mentioned below from (i) to (vii) in the prescribed space in **Appendix-8** inclusive of all other taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, allowances, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. If there are erasures, corrections and over writings, the same shall be attested by the authorized signatory. Any unattested corrections/erasures shall lead to disqualification of the tender/rejection.
- i. The bidder has to quote the price in INR for each item separately as per price bid.
  - ii. Bidder shall quote the price for per man-days charges including the cost of Leave Reserve, Rest Giver, Training Reserve, allowances, admin charges, Staff medical insurance, uniform or any other charges etc. for First year, Second year and Third year, exclusive/inclusive of GST at the prescribed space in Envelope II.
  - iii. Manpower is defined as number of persons required in shift including Leave Reserve, Rest Giver, etc.
  - iv. Bidders shall consider the leaves to the employees as per Shop & Establishment Act of Maharashtra according to labour law and same need to be mention in bid documents.
  - v. The time taken by ASC cum ETO & Operation Supervisor for handing over/taking over of charge during shift changeover shall not be paid by MMMOCL to the contractor.
  - vi. Bidders are requested to upload duly filled scanned copy of Price Bid Summary BOQ along with '**Appendix-8: Financial bid**' cover letter. Any ambiguity in the submission of documents will be considered as invalid bid.
  - vii. Bidders shall ensure and consider Junior Engineer & Senior Engineer SSR rate of PWD issued by Government of Maharashtra for ASC cum ETO & Operation Supervisor respectively while quoting the price.

#### 14. ELIGIBLE APPLICANT

The tenders for this Contract will be considered only from those Tenderers (Proprietorship Firms, Partnerships Firms, Companies, Corporations) who meet requisite eligibility criteria prescribed in the tender Clauses.

#### 15. EVALUATION CRITERIA

15.1 MMMOCL shall determine whether each Bid is responsive to the requirements of the Document. A Bid shall be considered responsive only if:

- 15.1.1 It is received as per format/guidelines given for Packet A of Envelope – I.
- 15.1.2 It is received as per format/guidelines/Appendices given for Packet B of Envelope – I.
- 15.1.3 It is received by the Bid Due Date including any extension thereof.
- 15.1.4 It is accompanied by the Power(s) of Attorney as the case may be;
- 15.1.5 It contains all the information and documents (complete in all respects) as requested in this Document and/or other communication (in the formats same as those specified);

15.2 MMMOCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.

15.3 The bids shall be deemed to be under consideration immediately after they are opened and until such time MMMOCL makes official intimation of award/ rejection to the bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, MMMOCL and / or their employees/ representatives on matters related to the Bids under consideration. However, when MMMOCL calls for any information/ clarification, it shall be supplied by the Bidder within the time stipulated through Maha tender Portal.

15.4 Hard Copy of Technical Bid related documents to be submitted to MMMOCL Office address as mentioned earlier in tender.

15.5 Evaluation Process based on Quality & Cost Based System (QCBS)

- i. Evaluation shall be carried out only for those Bidders who have qualified the Minimum Eligibility Criteria.
- ii. Only those Bidders whose Technical Proposal scores minimum 30 marks out of 50 Marks shall be considered for opening of Financial Bids.
- iii. In this evaluation, **Stage-I (Technical Evaluation)** carries weightage of **60%**, **Stage-II (Financial Evaluation)** carries weightage of **40%** and the Bidder with the **Highest 'Grand Weighted Score' calculated in Stage-III**, shall be qualified for award of work.

##### 15.5.1 Stage-I Technical Evaluation (Maximum Marks=50)

The Technical Proposal shall be evaluated based on the following Criteria:

SN	Description of Technical Evaluation Criteria for Bidders	Max Marks
I.	<p><b>Average Annual Turnover</b> of Last 03 (Three) Audited Financial Years (FY 2021-22, FY 2022-23 &amp; FY 2023-24):</p> <ul style="list-style-type: none"> <li>a. Less than INR 8.94 Cr : 00 marks</li> <li>b. INR 8.94 Cr to less than INR 13.40 Cr : 02 marks</li> <li>c. INR 13.40 Cr to less than INR 17.87 Cr : 03 marks</li> <li>d. INR 17.87 Cr &amp; above : 05 marks</li> </ul>	5

SN	Description of Technical Evaluation Criteria for Bidders	Max Marks
II.	<p>Work Order for Providing at least any 1 Services out of Similar Works (as defined) in Last 05 (five) Years</p> <p>The value of such works will be evaluated as follows.</p> <p>a. Less than INR 11.92 Cr : 00 marks</p> <p>b. INR 11.92 Cr to less than INR 14.89 Cr : 05 marks</p> <p>c. INR 14.89 Cr to less than INR 23.83 Cr : 10 marks</p> <p>d. INR 23.83 Cr &amp; above : 15 mark</p>	15
III.	<p><b>Number of Manpower on roll during any 01 month</b> in Last 03 (Three) Audited Financial Years (FY 2021-22, FY 2022-23 &amp; FY 2023-24):</p> <p>a. Less than 80 : 00 marks</p> <p>b. 80 to less than 120: 04 marks</p> <p>c. 120 to less than 160 : 07 marks</p> <p>d. 160 &amp; above : 10 marks</p> <p><b>Note:</b> Bidder shall submit EPF Documents which specify the total number of Employees in the Organization.</p>	10
IV.	<p>A presentation on the methodology and planning for delivering efficient services will be made before the MMMOCL Authority. The presentation will cover the following key areas:</p> <ol style="list-style-type: none"> <li>1. <b>Company Overview &amp; Scope of Work- 4 Marks</b></li> <li>2. <b>HR Policies &amp; Workforce Details</b> – Including the number of employees and their roles. - 4 Marks</li> <li>3. <b>Hiring, Training and Deployment Plan</b> – Specifically for ASC and ETO positions at stations. – 4 Marks</li> <li>4. <b>Employee Welfare Initiatives</b> – Covering medical insurance, salary slips, Form-16, HR point of contact, and grievance resolution processes. - 4 Marks</li> <li>5. <b>Methodology for Assistant Station Controllers &amp; ETOs</b> – A strategy to ensure an effective and pleasant experience for employees at your company. - 4 Marks</li> </ol>	20

#### 15.5.2 Stage -II Financial Evaluation (Maximum Marks = 50)

In the second stage, the financial evaluation will be carried out based on the Cost quoted by the Contractor. MMMOCL will determine whether the financial proposals are complete, unqualified and unconditional. The cost quoted in the financial Bid shall be deemed as final and reflecting the total cost of works. Omission or mistake in calculation of obligator payments such as ESI, PF, HRA, and LWF etc. will be disqualified. The Financial Evaluation carries weightage of **40%**. Financial score shall be ranked as per the score achieved by Bidders from lowest to highest financial score.

#### **Illustration for Financial Evaluation:**

Financial Evaluation will be done as per following:

Suppose there are four bidders A, B, C & D they are quoting their financial bid as under: The bidder may quote cost of different items as per BOQ of Financial Bid (Appendix-8). During evaluation the **Total Quoted Cost** of work shall be considered for evaluation.

SN	Name of the Party	Price Quoted by Bidder (Grand Total including all taxes in INR) in Financial Bid	Remark
1.	A	X1	
2.	B	X2	Suppose "B" quoted the lowest
3.	C	X3	
4.	D	X4	

The evaluation of score shall be as under:

i.  $A = X2/X1 \times 50$

ii. B = Price quoted by B is the lowest, he will get full 50 mark

iii.  $C = X2/X3 \times 50$

iv.  $D = X2/X4 \times 50$

### 15.5.3 Stage-III Combined Technical and Final Evaluation:

#### **a. Weightage for Technical and Financial proposals.**

Technical Weightage (TW) = 0.6; Financial Weightage (FW) = 0.4

#### **b. Grand Weighted Score (GWS) shall be calculated as under:**

$$\text{GWS} = (\text{TS} \times \text{TW}) + (\text{FS} \times \text{FW})$$

wherein,

GWS = Grand Weighted Score

TS = Technical Score (Stage-I Score)

TW = Technical Weightage (60%)

FS = Financial Score (Stage-II Score)

FW = Financial Weightage (40%)

**The 'Grand Weighted Scores' shall be calculated and the Bidder with the Highest 'Grand Weighted Score' shall be qualified for award of work.**

15.6 If two or more bidders/contractors submit bids with the same bid amount and become Lowest (i.e., L-1), then the tender would be awarded to the bidder who has the highest / higher Cumulative Turnover from similar works for the last five years.

## 16. PROCEDURE FOR TENDER OPENING

16.1 The contents of Envelope I (Packet A & B) will be scrutinized and only those bidders who have fulfilled the requirements shall be eligible for opening of Envelope II (Packet C).

16.2 The result of the financial bids of all bidders shall be available on the Maha Tender portal after completion of the opening process. The system generated report of comparative statement for financial offer will be received on registered e-mail addresses.

## 17. AUTHORIZED SIGNATORY AND ADDRESS OF THE CONTRACTOR

The Signatory of the bidder should attach an authorization certificate mentioning –

17.1 The proprietor in case of 'Sole Proprietor' firm or constituted attorney of such sole proprietor.

- 17.2 One of the partners in the case of a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.
- 17.3 A Director or the Regional Head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the Board of Directors.
- 17.4 The Bidder whether sole proprietor, a limited company or a partnership firm if they want to act through their representative or individual partner(s) should submit along with the tender, a Power of Attorney as in **Appendix-15** duly stamped and authenticated by a Notary Public or by a Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, compromise, settle, relinquish any claim(s) preferred by the firm and sign 'No Claim Certificate' and refer all or any disputes to arbitration.

## **18. GENERAL INSTRUCTIONS TO BIDDERS**

- 18.1 The right to reject the bid without assigning any reason, whatsoever, is reserved with the Competent Authority of MMMOCL.
- 18.2 The Contractor will be required to produce to a valid and current license issued in his favour under the provision of the Contract Labour (Regulations and Abolition) Act 1970, if applicable.
- 18.3 Administrative control of the tender will be under jurisdiction of Director (Operation) or any other officer nominated by Competent Authority of MMMOCL. All communication related to this tender will be addressed by contractor to the above officials only.
- 18.4 The detailed e-Tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document. Same shall be submit during technical bid with signature of authorized person signature on entire tender document given by MMMOCL.
- 18.5 All tenders, documents and other information submitted by the bidders to MMMOCL shall become the property of MMMOCL. Bidders shall treat all information furnished as strictly confidential. MMMOCL will not return any submission made to it.
- 18.6 If there is any amendment or corrigendum in the tender the same shall be published on above Maha tender portal.
- 18.7 In case of any queries, Bidders may contact e-tendering technical support at [support-eproc@nic.in](mailto:support-eproc@nic.in) available 24x7 on contact No. 0120-4001002, 0120-4001005, 0120-6277787.

## **19. SALARY, LABOUR LAWS, PROVIDENT FUND, ESI ETC. (WHEREVER APPLICABLE)**

- 19.1 The Contractor shall obtain all legal licenses and approvals before the commencement of contract; otherwise, the contract shall stand cancelled.
- 19.2 The contractor shall pay the salary as per the minimum take home salary which shall not be less than labour rates mentioned in SSR of PWD issued by Government of Maharashtra for Junior Engineer rate to be consider for ASC cum ETO & Senior Engineer rate to be consider for Operation Supervisor plus allowances as mentioned in tender Chapter VIII Clause 3.3 Table.
- 19.3 Assistant Manager-Station Operation shall ensure all compliances of the Tender and coordinate with agencies for day-to-day workings.
- 19.4 The Contractor shall comply with the provisions of all labour legislations including the requirements of:

- a) The Contract Labour Act, 1970
  - b) Minimum Wages Act 1948
  - c) Weekly Holidays Act 1942
  - d) National Holidays Act 1958
  - e) Prevention of Child Labour Act 1986 (No child labour shall be employed by the Contractor)
  - f) The Payment of Wages Act, 1936
  - g) Hours of Employment Regulations
  - h) The Workmen's Compensation Act, 1923
  - i) The EPF Act
  - j) The Bonus Act
  - k) The ESI Act
  - l) The Gratuity Act
  - m) Equal remuneration act
  - n) Shop & Establishment Act
  - o) Any other act issued by government and applicable from time to time
- 19.5 The Contractor must furnish the challan/ receipt for the payment made to ESIC, along with list of employees who are covered while submitting the Bills for payment to MMMOCL.
- 19.6 The Contractor must maintain record of all details called for by EPF organization for the labour employed by them and has to submit the same at any time if called for.
- 19.7 The staff engaged by the Contractor, shall at no stage have any claim for employment in MMMOCL. This fact should be incorporated in their appointment letter issued by the Contractor.



## CHAPTER-IV SYSTEM PARTICULARS

### 1. INTRODUCTION

- 1.1 Maha Mumbai Metro Operation Corporation Limited (MMMOCL) intends to issue this bid document, here in after called RFP (Request for Proposal), to eligible entities, hereafter called as bidder/s, to participate in the competitive bidding through Maha Tender portal for Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.
- 1.2 A master plan of. Mumbai Metro Rail System has been prepared in which different corridors have been finalized. The network will cover North–South and East–West transportation requirements. The details of all metro lines are provided on MMOCL official website <https://mmmoocl.co.in/project-brief.html> which is as follows:

Metro Line	Corridor / Section	Length (in kms.)
Line 1	Versova – Andheri – Ghatkopar	11.40
Line 2	Section 2A- Dahisar East – Andheri West	18.60
	Section 2B – Andheri West - Mandale Metro	23.64
Line 3	Colaba – Bandra – SEEPZ	33.50
Line 4	Wadala – Ghatkopar - Mulund-Thane-Kasarwadavali	32.32
Line 4A	Kasarvadavali – Gaimukh	2.70
Line 5	Thane – Bhivandi – Kalyan	24.90
Line 6	Swami Samarth Nagar – Kanjurmarg – Vikroli (EEH)	14.50
Line 7	Ovaripada - Gundavali	16.50
Line 7A	Gundavali – CSIA	3.50
Line 8	Airport Metro (CSIA – NMIA)	35.00
Line 9	Dahisar East – Mira Bhyandar	10.00
Line 10	Gaimukh- Shivaji Chowk (Mira Road)	9.20
Line 11	Wadala – CSMT	12.70
Line 12	Kalyan – Taloja	20.7
Line 13	Shivaji Chowk (Mira Road) – Virar	23.00
Line 14	Kanjurmarg – Badlapur	45.00
	<b>TOTAL LENGTH</b>	<b>337.10</b>

- 1.3 The Operational details of Revenue Service are:  
Line 2A & 7 are in revenue services: Fully Operational  
For Line 2B, 9 & Upcoming lines – Partially opening for revenue services after Mid of FY-2025-26 and Fully Operational by the FY 2026-27.

### 2. REVENUE SERVICE HOURS

The Revenue Service hours for Line 2A & 7 are as per Arrival and Departure of First and Last Revenue Train from station shall be as per ATS Time Table Schedule. Time period between Last

and First revenue train shall be utilized for maintenance activity as considered Non-revenue hours. Revenue Service hours for Line 2B, 9 & Upcoming lines shall be decided as per MMMOCL prior to operation.

### 3. DEPOT DETAILS

- 3.1 There various Metro Cars Depot location for different Metro lines such as for Line 2A & 7 Currently Charkop Depot is being utilized, to maintain delivery schedule of trains and to carry out maintenance activity.
- 3.2 Mandale Depot and Dongari Depot is in under construction which can be utilized for train delivery and testing track for Line 2B, 9 and upcoming connecting lines of MMMOCL.

### 4. STATIONS DETAILS

- 4.1 The Metro stations are typically three levels-Road level, Concourse level and Platform level. The concourse level is the place where commuters will arrive after taking the escalators / elevators or stairs from the Road level.
- 4.2 Most of the stations are having Two platforms. The platform is typically 185-meter-long and 12-meter-wide to accommodate 8-car train but as of now we are running 6-car train (140 m long). Tunnel ventilation Fans with Dampers are located at both ends of the Concourse level for underground stations. However, stations length & width may vary at some stations of particular lines.
- 4.3 MMMOCL stations considering Line 2A, 2B, 7, 9 & Upcoming lines are accessible from street level via a series of entrances and exits.
- 4.4 Each station typically has levels (Road, Concourse, and Platform) and some stations also have Project Development level.
- 4.5 The Concourse has two areas; unpaid and paid. The unpaid area will be freely accessible to the public. To access the paid area, passengers will need to be in possession of a valid ticket, pass or card. Each station will have a ticket office and ticket vending machines. To enter the paid area, passengers will first go through a security area (screening of the passenger and his / her hand baggage) and then through the AFC gates.
- 4.6 All stations have the following characteristics:
  - a) Various rooms for O&M staff
  - b) Lift (elevators), escalators and staircases provided between all levels
  - c) Island platforms and/or side platforms
  - d) Public Toilet for Male, Female & Divyang Persons
  - e) Half and Full height Platform Screen Doors (PSDs) fitted between the platform floor and the ceiling.
  - f) Ticket office room and Customer Care counter, Ticket Vending Machines, separation between unpaid and paid areas, using entry and exit AFC gates.
  - g) Security personnel for passenger and hand baggage screening.
  - h) Various retails shops.
  - i) All station area is under CCTV surveillance
  - j) Various Signages, Passenger Information Display, Public Address System are installed for passenger guidance.

**CHAPTER-V****GENERAL CONDITIONS OF THE CONTRACT (GCC)****1. GOVERNING LAW**

The Contract shall be governed by and interpreted in accordance with the laws of the India.

**2. THE CONTRACT AGREEMENT**

- 2.1 The Agency whose bid has been accepted shall within 30 days from the date of acceptance letter (work order or LOA) enter into a written agreement with MMMOCL for the proper fulfilment of the contract on lines similar to the terms provided herein, failing which it shall be construed as if the Agency has entered into binding agreement with the MMMOCL. The Agency, at their own cost, shall also get the contract Agreement duly adjudicated from the stamp office at Mumbai.
- 2.2 In the event of the bid of a Partnership Firm/ company being accepted, the contract agreement shall be signed by all the partners of the Firm/Company or by the competent persons on behalf of the Firm/Company, subject to production of the necessary resolution or any other documents in support thereof.

**3. PERFORMANCE BANK GUARANTEE**

- 3.1 The Agency shall at his own expense deposit with MMMOCL within Thirty (30) days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized or Scheduled Commercial Bank, payable on demand, for the due performance and fulfilment of the contract by the agency.
- 3.2 5% of the Total awarded Contract Value to be submitted within 30 days from the date of issue of a letter accepting the offer of assignment.
- 3.3 On failure of the Agency to submit the Performance Bank Guarantee within the due date, penal interest will be charged as decided by MMMOCL from time to time until the amount of Performance Bank Guarantee is furnished by the Agency (both days inclusive). If the Agency further fails to deposit the amount of Performance Bank Guarantee along with interest within Fifteen days after the expiry of due date, the contract awarded to the Agency shall stand terminated without issue of any further notice. The EMD of the Agency can be adjusted against the Performance Bank Guarantee amount. However, the balance if any shall be paid as prescribed within time limit specified.
- 3.4 Refund of Performance Bank Guarantee:**  
The amount furnished towards Performance Bank Guarantee may be discharged/ returned / refunded by MMMOCL, after 180 days of Completion of Contract Period, upon being satisfied that there has been due performance of the obligations by the Agency under the contract, and after adjusting against all incurred expenditure by MMMOCL for doing well the damages made by Agency (if any). However, no interest shall be payable on the Performance Bank Guarantee.
- 3.5 Forfeiture of Performance Bank Guarantee:**  
a) In the event the Agency commits a breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under this contract, MMMOCL shall be entitled to forfeit the Performance Bank Guarantee either in whole or in part thereof at his

discretion without prejudice to other rights and remedies open to the Authority and it shall be binding on the Agency.

- b) MMMOCL shall also be entitled to make recoveries from the performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### **4. TAXES AND DUTIES**

The Agency shall be entirely responsible for payment of all taxes, stamp duties, license fees, and other such levies imposed etc. to all the concerned Authorities. All the fees, duties, taxes, charges, rents etc. shall be paid regularly to the concerned statutory Authorities / bodies / facility providing institutions / companies etc. by the agency up to the end of contract period. MMMOCL shall not be responsible for providing any Compensation to the Agency / other party in case of any change in the Taxation system in the State / Competent Authority etc.

#### **5. COMPLIANCE OF CONTRACT**

- 5.1 If the Agency neglects or fails to do anything which they have agreed to do under the terms and conditions of this contract, the Officer in Charge (OIC) may serve a notice to the Agency asking it to do good the things agreed upon as aforesaid, and on their further neglect or failure to do so, the MMMOCL shall have rights to fine the Agency at its discretion or terminate the contract.
- 5.2 All the works as required to be done by the Agency under the different clauses of this contract shall be carried out by the Agency within the time specified and the manner set out and to the entire satisfaction of the said officers of the MMMOCL. If the Agency fails to carry out the said works as previously mentioned, the same shall be carried out by the MMMOCL at its risk and cost and the Agency shall be liable and bound to pay the said charges for the same to the MMMOCL immediately on demand at the following rates:
- a) If carried out by engaging any other Agency then the cost of work carried out by the Agency plus overhead charges at the rate of 10% of the total value of the work done through such Agency.
- b) If carried out by deploying departmental resources, the cost of work plus the overhead charges on the cost of labor and on the cost of materials as decided by MMMOCL from time to time.

#### **6. CHANGE IN LAWS AND REGULATIONS**

- 6.1 Change in Law shall mean the occurrence of any of the following after the date of financial Bid: the enactment of any new Indian law; the repeal, modification or re-enactment of any existing Indian law; the commencement of any Indian Law which has not entered into effect until the date of financial Bid; a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application prior to the date of financial Bid.
- 6.2 If there is any deviation in existing Law (including policies or taxes) which are causing hardships to the Agency, the redressal committee appointed by Chairman or Managing Director, MMMOCL will take appropriate decision on the same.

#### **7. FORCE MAJEURE**

- 7.1 The Agency shall not be liable for termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.2 For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Agency. Such events may include, but not be limited to, acts of MMMOCL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

7.3 If a Force Majeure situation arises, the Agency shall promptly notify MMMOCL in writing of such condition and the cause thereof. Unless otherwise directed by MMMOCL in writing, the Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **8. ROUNDING OFF AMOUNTS**

The total amount due shall be rounded off to the nearest rupee. An amount of 50 paise and below shall be ignored and 51 paise and above shall be reckoned as one rupee.

## **9. WITHDRAWAL OF CONTRACT**

If Agency fails to carry out the said work provided by MMMOCL, the contract shall be terminated, and no compensation will be paid to the Agency and EMD and Performance Bank Guarantee will be forfeited, and any works done shall be taken over by MMMOCL.

## **10. SETTLEMENT OF DISPUTES**

### **10.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **10.2 Dispute Settlement**

- a) Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the Standing Committee.
- b) Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Mumbai. The parties agree that sole arbitrator shall be appointed by mutual consent of the Parties within 21 days of the dispute arising. If Parties fail to agree on the sole arbitrator to be appointed within such period, then a panel of three Arbitrators shall be appointed, one to be appointed by each party to the Dispute and the third Arbitrator to be jointly appointed by the first two Arbitrators. The provisions of the Indian Arbitration and Conciliation Act shall govern the arbitration, 1960 and any modification thereon. Indian Law shall govern the contract and the arbitration only. The Award made in pursuance thereof shall be binding on the parties.
- c) The Civil Courts in Mumbai alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.
- d) The total liability of the Agency to the Client, under or in connection with the Contract shall not exceed 100% of the Contract Price. Such limitation is not applicable to the liability of the Agency to the Client with respect to liability in any case of fraudulent or criminal actions and/or

omissions, deliberate default, willful misconduct or gross negligence by the Agency, their sub-contractors or any of their agents, employees or representatives

- e) No Party shall be liable to the other Party for any indirect or consequential loss or damage which in connection with the other Party in connection with the Contract may suffer.

## **11. TERMINATION**

### **11.1 Termination by MMMOCL**

- a) MMMOCL may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause. In such an occurrence, MMMOCL shall give a not less than 30 days' written notice of termination to the Agency.
- b) If the Agency does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MMMOCL may have subsequently approved in writing.
- c) If the Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- d) If the Agency, in the judgment of MMMOCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 days.
- f) If the Agency submits to the MMMOCL a false statement which has a material effect on the rights, obligations or interests of MMMOCL.
- g) If the Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MMMOCL.
- h) If the Agency fails to pay the Charges to MMMOCL / license fee to statutory authorities /local bodies as mentioned in the RFP, MMMOCL may make judgment regarding the delay in submission of the same, the reasons for which shall be recorded in writing. MMMOCL may recover the same from Performance Bank Guarantee and the Agency shall have next 15 working days to submit the same, failing to which MMMOCL may give one chance to the Agency to submit the same.
- i) If the Agency fails to comply with any final decision reached because of arbitration proceedings.
- j) In the event MMMOCL terminates the Contract in whole or in part, pursuant to GCC Clause 11.1, MMMOCL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed. However, the Agency shall continue performance of the Contract to the extent not terminated.
- k) In case the cumulative penalty levied on the Agency exceeds 10% of the total contract value, MMMOCL reserves the right to terminate the contract on account of non-performance.

### **11.2 Termination by Agency**

The Agency may terminate this Contract, by not less than 30 days' written notice to MMMOCL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GCC Clause:

- a) If, because of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 days.
- b) If MMMOCL fails to comply with any final decision reached because of arbitration pursuant to GCC Clause 11.2 hereof.

- c) If MMMOCL is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by MMMOCL of the Agency's notice specifying such breach.

### **11.3 Termination of contract for death**

If the Agency is an individual or a proprietary concern and the individual or the Proprietor dies and if the Agency is a partnership concern and one of partners die then unless the OIC, is satisfied that the legal representative of the individual or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the OIC shall be entitled to cancel the contract as to its incomplete part without the Authority being in any way liable for payment of any compensations to the estate of the Agency and/or to the surviving partners of the Agency on account of the cancellation of the contract. The decision of the OIC, that the legal representative of the Agency or the surviving partners of the Agency cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the MMMOCL shall have discretion to hold / not hold the estate of the Agency and/or the surviving partners of the Agency liable in damages for not completing the contract.

## **12. PAYMENT UPON TERMINATION**

Upon termination of this Contract pursuant to GCC clauses 11.1 or 11.2, Agency shall make the following payments to MMMOCL:

- a) If the Contract is terminated pursuant to GCC Clause 11.1 (j) or 11.2, the performance bank guarantee submitted for the entire tenure shall not be refunded to the Agency.
- b) If the agreement is terminated pursuant of GCC Clause 11.1. (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. Upon termination, MMMOCL may also impose liquidated damages. The Agency will be required to pay any such liquidated damages to MMMOCL within 30 days of termination date.

## **13. ASSIGNMENT**

The Agency shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party.

## **14. COMMUNICATION**

- 14.1 Subject as otherwise provided in this contract all notices to be given on behalf of MMMOCL and all other actions to be taken on its behalf may be given or taken by the OIC. All notices, communications, references and complaints made by the MMMOCL or the Officer's representative or the Agency inter-se concerning the work shall be in writing and no notice communication, reference or complaint not in writing shall be recognized, and if sent by registered post and under certificate of posting to the last known place or abode or business of the Agency shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.
- 14.2 Notice from the Agency to the MMMOCL shall be served on the OIC personally or by registered post addressed to the MMMOCL at their office address of MMMOCL, NaMTTRI Building,

Adjoining MMRDA New Administrative Building, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 051.

**15. INDEMNITY**

Agency shall indemnify, protect and save MMMOCL against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the software supplied by him.

**16. PUBLICITY**

Any publicity by the Agency in which the name of MMMOCL is to be used should be done only with the explicit written permission of the MD, MMMOCL.

**17. PENAL ACTION**

- 17.1 If the Agency after submitting the BID withdraws or varies it within the validity period, the Agency shall be liable to be banned for bid participation future from the MMMOCL for a period of Three years that shall be reckoned from the date of withdrawing or varying the bid.
- 17.2 The Agency after award of contract shall perform the contract with due diligence of the 'Conditions of Contract' put to bid, failing which it shall be construed upon as the Agency has defaulted in honoring contractual obligations and the defaulting Agency after termination of contract shall thus be liable for penal action so as to debar the defaulting Agency from having dealing with the MMMOCL either permanently or for the period as shall be decided by the MMMOCL.
- 17.3 The penal action shall be without prejudice to the rights and remedies available to the MMMOCL and be in addition to the action to be instituted against the defaulting Agency under other terms and conditions of the contract.



CHAPTER-VI**SPECIAL CONDITIONS OF THE CONTRACT (SCC)****1. GUIDELINES FOR SUCCESSFUL BIDDER**

- 1.1 MMMOCL is operating and managing Metro Stations and Train operation which are governed round the clock (24x7) shift wise and as per duty roster for smooth operation of services to commuters.
- 1.2 The deployment of Assistant Station Controller cum Emergency Train Operator (ASC cum ETO) and Operation Supervisor for Station Operation shall be as per requirement of MMMOCL in performing and accomplishment of Operational objectives.
- 1.3 Supervising, managing, and maintaining a high standard of appearance, aesthetic quality, and hygiene of Stations and MMMOCL premises while working as an Assistant Station Controller.
- 1.4 Also, driving the Train with high level of alertness, and in accordance to the laid down procedures of MMMOCL while working as an Emergency Train Operator.
- 1.5 MMMOCL shall have the right to have any Agency's person removed who is undesirable or otherwise not suitable and similarly the agency reserves the right to remove the personnel with prior permission of MMMOCL.
- 1.6 The contractor staff shall always maintain high decorum to keep up the standards of MMMOCL. Their level of integrity shall be beyond suspicion.
- 1.7 Contractor's employees and representatives shall wear Identification Badges (cards), uniform, as mentioned in the Tender Document & as directed by MMMOCL, and all these items shall be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and shall be worn at all times while on duty.
- 1.8 MMMOCL shall have the right to have any Agency's person removed who is undesirable or otherwise not suitable and similarly the agency reserves the right to remove the personnel with prior permission of MMMOCL.
- 1.9 Contractor staff shall not be assigned double shifts. Double shifts shall only be undertaken on emergency situations with prior approval from MMMOCL.
- 1.10 Successful Bidder shall submit the following for getting the approval from the Employer within mentioned days from the date of acceptance of LOA/LOC.
  - a) The contractor shall provide minimum medical insurance coverage of Rs 4 Lakhs to the employee including self, spouse, and 2 children (for non-ESIC eligible employees) and the cost of the insurance shall be borne by the contractor. This insurance amount shall not be deducted from salary of employees and must be fully borne by the agency. The agency required to submit all relevant documents to MMMOCL related to the insurance, including proof of premium payments, insurance card and full details of insurance policy.

The successful bidder shall provide an additional insurance top-up above Rs 4 lakhs up to Rs 10 lakhs will be borne by the employee, as per their individual requirements. However, the insurance cost of Rs 4 Lakhs shall not be deducted from the employee's salary and must be fully borne by the agency. Health Card provided by Insurance companies shall be provided to employees and copy of it shall be submitted to MMMOCL.
  - b) MMMOCL reserves the right to instruct the contractor to increase manpower for improving the safety & quality of Operation. If the contractor is not in a position to provide ASC cum ETO and Operation Supervisor services up to the satisfaction of MMMOCL even after deploying the

maximum manpower, the contract will be terminated after giving three months prior notice. In this case the contractor's performance bank guarantee will be forfeited.

- c) Deployment of the Contractor Representative to be intimated by contractor. Any subsequent replacement of the Contractor Representative shall also be notified to the Employer in writing; however, contractor shall submit to the Employer about representative consent, the name of the proposed Contractor Representative (and any subsequent replacement of the Contractor Representative) together, before appointment or replacement of the Contractor Representative with details relating to such person's qualifications and experience (including credible references from third parties).

## 2. GUIDELINES FOR SELECTION OF CONTRACTOR STAFF

- 2.1 To ensure that the right candidates are selected, all the candidates have to go through the selection process as specified/ prior approved by MMMOCL at the cost of the Contractor. During selection process, at least one Member of MMMOCL as nominated by Director Operation, (MMMOCL) shall be present.
- 2.2 Selection process must ensure that necessary education & age criteria have to be fulfill by all staff and for shortlisting of Operation Supervisor & ASC cum ETO, Interview is also necessary.
- 2.3 The CVs of the personnel being deployed shall have the current photographs of the person and shall be signed by the concerned. On top of every CV, the proposed category is also to be indicated. Each CV shall be submitted duly verified by the Contractors with necessary details as mentioned below:
- a) Proposed Position / Designation
  - b) Name in full with Colour Photo
  - c) Father/Mother name
  - d) Date of Birth & Age
  - e) Nationality
  - f) Aadhar Card Number
  - g) Blood Group
  - h) Contact Details
  - i) Alternate Contact Details
  - j) Gender
  - k) Present Address
  - l) Permanent Address
  - m) Educational Qualification
  - n) Relevant work experience
  - o) Language Known
  - p) Whether any antecedents of Police cases (Police verification certificate to be enclosed)
- 2.4 MMMOCL shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the personnel with prior permission of MMMOCL.
- 2.5 MMMOCL may provide relaxation in the work experience criteria at its sole discretion for currently employed experienced contractor staff based on the past performance and eligible for the post of Operation Supervisor to ensure a smooth transition and operational continuity.

**3. PRE-EMPLOYMENT MEDICAL EXAMINATION, PSYCHOMETRIC TEST & POLICE VERIFICATION**

- 3.1 Medical examination of Assistant Station Controller cum Emergency Train Operator and Operation Supervisor shall be as per Indian Railways Medical Standard mentioned in Indian Railway Medical Manual. Medical Fitness Certificate issued by Authorized Medical Officer shall be submitted by the contractor to MMMOCL.
- 3.2 Medical test examination can be done from any Government/MMMOCL Authorized Medical Hospital with prior approval of MMMOCL.
- 3.3 Assistant Station Controller cum Emergency Train Operator shall undergo & pass the Psychometric test /exam (RDSO standard) and Medical Examination. For further details and standard of psychometric test may refer [www.rdsso.indianrailways.gov.in](http://www.rdsso.indianrailways.gov.in).
- 3.4 The cost of Medical & Psychometric examination will be borne by the Contractor. Only successful candidates who have been certified fit in the Medical & Psychometric Exam shall be allowed for the training and subsequent duty.
- 3.5 Contractor shall submit Police Verification Certificate of each shortlisted employees to MMMOCL.
- 3.6 All contractor staff must complete medical examination as per tender clause prior to joining and also application to be put up for Police verification.
- 3.7 It shall be the responsibility of the contractor to submit documents related to Psychometric test and medical test of all successful candidates as per RDSO & IRMM standards along with Police Verification Certificate, or else MMMOCL may take suitable action if case of any misrepresentation found.
- 3.8 Psychometric test may be exempted for experienced metro rail operational candidate, but their previous psychometric test records must be submitted.

**4. TRAINING**

- 4.1 Before start of training, it shall be ensured that the right candidates are being selected. All the candidates must undergo the selection process as specified and prior approved by MMMOCL at the cost of the contractor.
- 4.2 MMMOCL shall provide initial training at its own expense only for the first time and competency certificate shall be issued to candidates who successful completed training of Assistant Station Controllers cum Emergency Train Operators.
- 4.3 Candidates with Train Operator experience in Metro shall undergo job specific training for Station Controller as per MMMOCL approved training module for experienced staff. Fresher candidates shall undergo induction training and job specific training for SC and TO as per MMMOCL approved training module.
- 4.4 For Experienced staff, a stipend of Rs. 25000/- per month, shall be paid during the training period which shall be borne by the Contractor and submit relevant documents of payment to MMMOCL on monthly basis for reimbursement.
- 4.5 *In extreme conditions, when the bidder has exhausted all possible efforts to recruit experienced staff and is still unable to find experienced candidates, only then may the bidder recruit technically qualified fresher candidates with prior approval of MMMOCL.* For Fresher staff, a stipend of Rs. 15000/- per month shall be paid during the training period and which shall be borne by the Contractor and submit relevant documents of payment to MMMOCL on monthly basis for reimbursement.

- 4.6 The bidder shall provide an adequate number of candidates for training so as to meet daily man-days requirement per day. The bidder shall include Rest Giver, Leave Reserve etc. for ensuring per-day man-days requirement.
- 4.7 The ASC cum ETO who fails in the prescribed tests more than twice during training shall be removed by the contractor and the cost of training of the replaced ASC cum ETO shall be borne by the contractor.
- 4.8 Refresher Courses shall be planned as per MMMOCL training module and Assistant Station Controllers cum Emergency Train Operators shall be spared by contractor as per module received by MMMOCL.
- 4.9 All trainings provided to the Staff in course of their duties (including competency review and refresher trainings) after the competency shall be free of cost.
- 4.10 The cost of Training requirements arising out of attrition shall be charged on the Contractor in case of attrition is above 10% of the Staff deployed per year, as per the rates approved by MMMOCL before commencement of the Training. Actual Training rates, Rs. 2,00,000/- (Two Lakhs) inclusive of GST for each relieved/resigned ASC cum ETO who are trained in-house at MMMOCL. However, it may increase or decrease based on the training provided and infrastructure used. (Cost of Training is not part of BOQ or evaluation.)
- 4.11 All Station Controllers shall be trained to be competent to work as Train Operators also as per requirements of MMMOCL or during Emergency situations or when an on-duty Train Operator is incapacitated to drive the Train.
- 4.12 All ASC cum ETO shall drive the train under supervision of a Trainer Train Operator during the training period before being allowed for Competency Interview.
- 4.13 Payment for man-days will commence only after the deployment of ASC cum ETOs at stations, following the award of competency by MMMOCL.
- 4.14 Note:**
- The Training Module can be customized as per the requirement of MMMOCL.
  - The training module duration and location will be as per MMMOCL.
  - MMMOCL will decide the training institute where the trainees will be imparted training. The institutional fees including boarding & lodging charges (Inclusive of Travelling, Stay, and Food) will be paid by MMMOCL to the institution where trainees will be trained. Boarding & Lodging charges and both sides train fare of Railway 3 Tier AC (with prior approval of Director (Operation) or Lower (as per actual basis) ex Mumbai will be reimbursed if training is outside Mumbai.

## 5. COMPETENCY EXAMINATION DETAILS

- 5.1 The Assistant Station Controller cum Emergency Train Operator & Operation Supervisor shall undergo training in managing Stations/handling of Trains as specified by MMMOCL.
- 5.2 Each ASC cum ETO & Operation Supervisor shall undertake Station Controller Training and Train Operator Training to obtain Assistant Station Controller & Train Operator Competency.
- 5.3 The candidates, who have undergone training, should pass the competency written exam and viva. If a candidate fails in the competency examination, MMMOCL will cease to make the payments for the failed employees, till such time he/she passes. Not more than three attempts shall be allowed for competency. If anyone failed in all 3 attempts, payment of those employees will not reimburse by MMMOCL to contractor.

- 5.4 On completion of route learning and on job training, a written assurance of having completed the training and confidence of working in the section on line shall be submitted by the Assistant Station Controller cum Emergency Train Operator to MMMOCL through the Contractors.
- 5.5 On completion of stipulated driving training, On Job Trainings at Station and passing in competency test, the nominated person of MMMOCL shall issue a Competency Certificate as Assistant Station Controller cum Emergency Train Operator to handle Stations independently and to drive Train safely for passenger services.
- 5.6 The contractor shall deploy only those candidates who possess valid competency certificates of Assistant Station Controller & Train Operator.
- 5.7 Candidates having Metro Operations experience will also be imparted Assistant Station Controller cum Emergency Train Operator training along with competency as per MMMOCL approved training module. A competent Assistant Station Controller cum Emergency Train Operator shall be utilized as an Assistant Station Controller or Train Operator or as per Operational requirements.
- 5.8 Review of Competency:**  
The competency of the Assistant Station Controller cum Emergency Train Operator shall be reviewed by MMMOCL and renewed as per MMMOCL approved training module.

**6. GENDER NEUTRALITY**

The agency is free to induct male or female as ASC cum ETO and Operation Supervisor. However, the nature of work involves working at odd hours also as per operational requirement of MMMOCL from time to time.

**7. ATTENDANCE**

Bidder shall make provision of Attendance register/Biometrics Attendance System/Attendance app suggested by MMMOCL for all contractor staff for which charges shall be borne by contractor.

CHAPTER-VII**PAYMENT TERMS & PENALTIES****1. PAYMENT TERMS**

- 1.1 All the claims shall be approved by the competent authority. The payment shall be within 30 days of receipt of invoice of contractor's claim every month duly certifying all staff payment, statutory payments, taxes, penalties and other deductions applicable have been complied with. No advances shall be paid to the Contractor. All deduction related to Statutory compliances (TDS, GST TDS etc.) to be done from each monthly bill shall be made by MMMOCL as per the provisions of the statutes/acts of statutory bodies/local authorities etc. except when the contractor prior to release of payment submits valid and complete documents for exemption if any.
- 1.2 During the training period, stipend payment shall be done as per experienced and fresher candidates which shall be borne by the Contractor and submit relevant documents of payment to MMMOCL on monthly basis for reimbursement. After commencement of deployment of ASC cum ETO at stations, the billing will be done per month for actual number of Man-days provided in a month proportionate with price quoted by the contractor and agreed by MMMOCL. Payment will be done on the basis of accepted rate as per the contract.
- 1.3 Monthly Invoice for ASC cum ETO & Operation Supervisor shall be in the format of number of man-days with the quoted rate.
- 1.4 One Man-days is equal to one manpower working for 8 hours duty.
- 1.5 Actual number of Man-days in a month = Total number of Actual Man-days provided in a month across all stations and any other location as instructed by MMMOCL.
- 1.6 Total Monthly billing amount = Actual number of man-days provided for the month x Quoted rate per man-days – Penalty if any. GST and other taxes are applicable as per government guidelines.
- 1.7 In Case of dispute in the bill, 80% of the undisputed amount of bill will be released and remaining (i.e., disputed) amount will be cleared within 30 days after the dispute is resolved and no interest shall be paid in any case to the agency by the MMMOCL.
- 1.8 Number of Man-days is mentioned in Table given in clause 2 of Chapter VIII. However, requirement may change as per the instruction of MMMOCL under variation if applicable. Required Man-days in a day considering all shifts as per requirement given \* 365 (For First Year, per day requirement \* 365/12 \* number of months mentioned in requirement). So, sum of all per year requirement = Total number of shifts/Man-days required for 3 years. (Let it is X')
- 1.9 Total Man-days for 3 years may be different (including variation if any) based on the number of man-days utilized and remaining will be accumulated in total man-days.  
For example: Total Man-days of 3 Years = X  
Total Man-days utilized in 4 months = Y  
**Total available Man-days for 32 months = X – (minus) Y = Z**
- 1.10 All liabilities like salaries, Provident Fund, wages, and other statutory obligations in respect of the persons engaged by the agency shall be borne by them. The agency shall take necessary steps to cover its employees under the above said enactments and shall submit proof of such compliance to MMMOCL along with the monthly bill.
- 1.11 In case of any enhancement in labour rates as mentioned in Standard Schedule of Rates (SSR) of PWD, defined for Mumbai, related to wages, PF contribution, bonus act, etc., all such increments

/ enhancements will be borne by the contractor, if the value of labour rate is increase up to 5%. If the labour rate will increase more than 5%, then 100% of the incremental value beyond 5% will be reimbursed by MMMOCL against the documental proof for the payment. The provision of all Acts/ Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act/ Rules are not available, Central Act/ Rules will be applicable. Base date for labour rate shall be considered from the last date of Bid submission while calculating more than 5% increase in SSR Rates of PWD.

- 1.12 It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by MMMOCL officials or by any other official nominated by MMMOCL at any point of time. Contractor needs to inform Assistant Manager – Station Operation, MMMOCL immediately in case of any employee leaving its job / absent/ missing / absconding.
- 1.13 If the supply of manpower is consistently below 90% for 3 consecutive months or for more than 6 months in a period of one year during the tender contract, then MMMOCL has a right to terminate the tender with prior notice to the contractor.
- 1.14 Applicable GST will be reimbursed by MMMOCL on submission of actual bills by the bidder only when the same is reflected on GST portal.
- 1.15 Contractor shall submit the Invoices/Bills per month to respective divisional head of operation with following documents:  
**Checklist of Documents to be submitted along with monthly invoice:**
- Monthly Invoice
  - Certified Attendance copy
  - Bank remittance and UTR
  - Employees PF ECR along with paid challan
  - ESIC challans
  - P-Tax
  - Salary Wage Register
  - GST paid Challan
- 1.16 Performance Security deposit is to be considered as per Notification issue by the Central Government (Ministry of Finance – Department of Expenditure procurement policy Division) time to time.
- 1.17 **Compensation Payable by Agency** - The agency shall be liable to pay compensation awarded by any court or tribunal for loss or damage sustained by any passenger due to any act / omission of the agency personnel, if it is established that agency personnel are responsible for occurrence.

## 2. VARIATION

- 2.1 The contract quantity can be varied by -30% to +50% in terms of number of Man-days required as well as Value of Contract. Further, the contract can be further extended for one year on 3rd year rate after completion of 3 years based on the satisfactory performance of the agency or as per requirement.
- 2.2 MMMOCL will inform the agency of the variation 30 days in advance. The payment will be paid as per quoted rates.
- 2.3 After execution of the Agreement, the Contract will commence on a date as fixed by the MMMOCL in the Contract Agreement or communicated by MMMOCL separately after signing of Agreement. This date shall be within six months from the date of signing of agreement. The

date of commencement of contract shall be advised at least one month in advance to the Agency. The period of contract shall be counted from the date of commencement of contract as advised by the MMMOCL. The requirement of contractor staff shall be advised from time to time depending upon the requirement at least one month in advance to the agency.

- 2.4 The agency shall indemnify and protect the MMMOCL from and against all actions, suite proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the MMMOCL by reason of any act or omission of the Agency, his/her agents or employees.
- 2.5 The unutilized Monthly Man-days or tender cost of a year can be utilized proportionally during the contract period within the limit of contract value.

### 3. GENERAL PENALTIES & OTHER DEDUCTIONS

- 3.1 Penalty for deficiency in services shall be imposed & recovered from the Contractor. Details of deficiencies are given as under:

SN	Offence	Penalty (with or without warning)
1	Delay in updating/Inaccurate data in register/ app under the responsibility of staff	₹1,000/- per incident reported
2	Non-adherence to safety rules/manuals/ instructions issued by MMMOCL	₹2,000/- per incident reported
3	Incident/inconvenience to passengers due to deployed staff negligence or unsafe practices	₹2,000/- per incident reported
4	Leaving deployed location unmanned without permission/MMMOCL	₹5,000/- per incident reported
5	Misbehaviour with staff/ passenger and Poor Customer Support	₹1,000/- per incident reported
6	Personnel found in improper grooming standard (like without uniform, ID card, Competency, Shoes etc.)	₹500/- per incident reported
7	Damage/Theft/Loss/Missing of amenity items/structure of Metro in addition to actual cost of damaged property	₹10,000/- in addition to actual cost of damage/theft/loss property etc.
8	Contractor's employee reports for work under the influence of alcohol	₹5,000/- per case
9	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	₹5,000/- per incident reported
10	Accidents (due to contractor personnel negligence)	₹5,00,000/- (Rupees Five Lakhs Only) per accident will be levied on the contractor and/or termination of Contract as deemed fit by MMMOCL.
11	Supply of insufficient manpower	₹2,000/- per shortfall of manpower per shift
12	Passenger Complaints received and found guilty by MMMOCL	₹1,000/- will be levied on contractor on each case
13	Violation of instructions/SOPs/ Guidelines/MRGR issued by MMMOCL	₹1,000/- per case



SN	Offence	Penalty (with or without warning)
14	Violation of Terms and Conditions of Contract and repetitive offences.	To be decided by competent authority.
15	Delay in payment of Salary/dues to any workmen (per day per workman as per labour laws defined by GOI or GOM)	₹100/- Per Day Per Workman
16	Making payment in the absence of the Principal Employer's representative (for each violated date) – for Cash payments only	₹10,000/-
17	In case of repeated/ serious non-compliance by Operation Supervisor and ASC cum ETO in safety matters	Terminated from service by the contractor based on the advice of MMMOCL and training cost shall be borne by contractor
18	The Offences and penalty as mentioned in Metro Railways O & M Act 2002 relating to Operation Staff like (a) Endangering the safety of passengers (b) Abandoning Station/train without authority (c) Obstructing running of train etc.	Action/penalty will be taken from the contractor as per instruction issued by MMMOCL
19	Involvement of staff in any anti-social activities, like Strike, defacing the image of MMMOCL	₹10,000/- per staff per incident involved

3.2 The above-mentioned penalty shall be imposed on Contractor & the same shall be deducted from Contractor's bill/payable amount.

#### 4. SPECIAL CONTRACT PROVISION CLAUSE:

Performance of the contractor shall be evaluated every year by the MMMOCL, and based on the satisfactory performance of the contractor, contract may be continued or terminated. Payment will be issued for the next year according to performance certificate.

#### 5. PENALTIES TERMS

- 5.1 The other penalties shall be applicable if Contractor's performance does not meet the levels set hereinafter.
- 5.2 The above-mentioned penalties shall be imposed on Contractor & the same shall be deducted from Contractor's bill/payable amount.
- 5.3 The penalty shall not relieve the Contractor from his obligation to execute the work or from any other of his obligations and liabilities under the contract.
- 5.4 Any Penalty may be reviewed only by **Director (Operation) or his authorized representative on written request by the Contractor**. Such request should be made with reasoning thereof.
- 5.5 It is explicitly acknowledged by the Contractor that deductions, fine and penalties are pre-estimation of loss incurred by MMMOCL. Therefore, MMMOCL in no case will be required to establish the actual loss.

## CHAPTER-VIII **SCOPE OF WORK**

### **1. OVERVIEW OF SCOPE OF WORK**

- 1.1 All stations shall be manned by Assistant Station Controller cum Emergency Train Operator (ASC cum ETO) round the clock shift wise for effective operation of station activities.
- 1.2 Performance with fulfilment of all commitments and responsibilities of the operation in accordance with MRGR Rules, regulations, Acts, Standard Operating Procedures and other instructions issued by MMMOCL from time to time.
- 1.3 Minimizing incidents/accidents affecting the safety by providing a rapid and effective response and maintaining liaison with emergency services of MMMOCL and Civic departments.
- 1.4 Managing crowd build-up efficiently during normal operation as well as emergency condition and initiate necessary action to mitigate crowd effectively.
- 1.5 Station Management System, parking and station staff Supervision, Last mile connectivity observance and record maintaining.
- 1.6 Close coordination with different internal departments for operation requirements, maintenance services, fault identification, work permit issuance etc.
- 1.7 Coordination with civic/external departments for operational needs.
- 1.8 Passenger safety and addressing passenger's grievances and forward their suggestions for further actions.
- 1.9 Operating train during emergency on mainline and depot.
- 1.10 Deployment of Operation Supervisor shall be in General shift or as per operational requirement as advised by MMMOCL.
- 1.11 The agency shall provide the required man-days as indicated in the MMMOCL's letter advising the date of commencement of contract. Initially, in first year MMMOCL may not need all the staff as mentioned whereas requirement shall be advised from time to time as per requirement.

### **2. STAFF SELECTION CRITERIA & REQUIREMENT**

- 2.1 The criteria shall be followed by the contractor while selection of staff:

SN	Designation	Qualification	Age Criteria	Experience
1	Operation Supervisor	4 Years of Engineering Degree <b>or</b> 3 Years of Engineering Diploma in any discipline from recognized institution	Max age 50 years	Minimum 5 years in Metro Rail Operation Management
2	Assistant Station Controller cum Emergency Train Operator	4 Years of Engineering Degree <b>or</b> 3 Years of Engineering Diploma in any discipline from recognized institution <b>or</b> B.Sc. in Physics/ Chemistry / Maths from recognized institution or university.	Max age 38 years	Experienced –Train Operator

SN	Designation	Number of Man-days Required per day		
		First Year	Second Year	Third Year
1	Operation Supervisor	2	2	2
2	Assistant Station Controller cum Emergency Train Operator (ASC cum ETO)	14 (8 Months) 47 (4 Months)	102	134

**Note –**

1. Communication skills in Marathi, Hindi & English Language is compulsory.
2. Requirement of Man-days may be change by MMMOCL as per operational requirement.
3. Age relaxation may be given for suitable candidates with approval of MMMOCL authority.

**2.2 Roles & Responsibilities of Contractor Staff**

**2.2.1 Operation Supervisor:**

- a) Responsible for ensuring adequate manpower for efficient running of Station operation.
- b) Responsible for timely planning of recruitment, medical, training & deployment of ASC cum ETO. Also, responsible for record keeping of the same.
- c) Ensure training, competency and medical requirements shall be fulfilled well in advance.
- d) Shall brief the newly joined ASC cum ETO about the rules and procedures to be followed, monitor the performance of ASC cum ETO and counsel them if required.
- e) Perform Monthly inspection of Station, Monthly counselling of ASC, ensure proper updated document management, revenue management, complaints/ grievance management by ASC.
- f) Shall act as an interface between the Operating Department of MMMOCL & ASC cum ETO and convey the information/ instructions related to operational requirements.
- g) Certify the monthly attendance, EPF challan, etc. and reconcile the same with MMMOCL officials before submission of bill/ invoice.
- h) Shall conduct Periodical & Surprise inspections to evaluate performance of ASC cum ETO in terms of safety consciousness, knowledge of rules, procedures and their adherence etc.
- i) Operation Supervisor will be single point of contact and shall be available as per operational requirements.
- j) Shall act as an interface between the Station Operation Department of MMMOCL and ASC cum ETO and convey the information/instructions related to ASC cum ETO.
- k) Assist and coordinate with contractor billing team for timely submission of monthly required billing data to MMMOCL representative.
- l) Certify the Monthly Manpower attendance and reconcile the same with MMMOCL officials before submission of bill/invoice.
- m) Recruitment & selection of ASC cum ETO shall be done in coordination with MMMOCL representative.
- n) Follow instructions of Station Manager & Assistant Manager (SO) MMMOCL.

**2.2.2 Assistant Station Controller cum Emergency Train Operator (ASC cum ETO):**

- a) ASC is overall in-charge of respective station and all station staff shall follow instructions/ guidelines of ASC as and when required considering situation requirement and will be available in all 3 shifts around the clock.
- b) Key Duties of Assistant Station Controller:
  - i. Opening & Closing of Station

- ii. Inspection of Station
  - iii. Duty Handover/Takeover
  - iv. Crowd management
  - v. Access and Contractor Management
  - vi. Passenger amenities like Lift, Escalator monitoring etc.
  - vii. Response to Station Alarm
  - viii. PSD – Operation
  - ix. Operation from PSL panel
  - x. Coordination with Internal and external department
  - xi. Revenue Management
  - xii. Incident/Emergency situation handling
- c) Responsible for safe and efficient operation of Stations and Trains.
- d) Responsible for maintaining high standard of services to passengers.
- e) Ensuring station cleanliness of highest standards at all times.
- f) Assistance to the passengers in case of any difficulty with special attention to the senior citizen, Divyangjan and pregnant women.
- g) Ensuring availability and proper working of all types of equipment installed in SCR and related to public amenities (like lift, escalators, lighting, drinking water etc.) at the station. If any defects/malfunction observed in equipment, SC shall report the failure to the concerned department.
- h) Management of PTW process as per MMMOCL SOP.
- i) Revenue Management including record of cash flow, Earning, Losses, Penalties, Cash Handover to Bank etc. as per MMMOCL SOP.
- j) Ensuring that while issuing access card or key, it is properly logged in Key / Access Card handing over Taking over register.
- k) Responsible for the management of crowd in the stations.
- l) To avoid any inconsistencies in the management of the stations.
- m) Handling Degraded and Emergency situations.
- n) First level intervention in case of any alarms related to lift, fire, escalator, PSD and power supply.
- o) Liaison with external agencies like Fire Brigade, Police, Ambulance whenever the situation demands.
- p) Evacuation of station/trains, whenever called upon to do so between stations or at the station.
- q) Maintaining smooth flow of passengers at the station ensuring their safety.
- r) Providing information to passengers using PA/PIDS system.
- s) Providing First Aid to the passenger/s and call for Ambulance if required.
- t) Rescue of passenger/s stuck in the Lift as soon as possible.
- u) Maintaining documents and records and Preparation of daily/weekly /monthly reports.
- v) Management of employees of Operation Department at the station.
- w) Monitoring of retail activities at stations.
- x) Shall be capable of driving the Metro Train as per Operation Requirement and to perform duties of Train Operator as defined in SOP of MMMOCL.
- y) Follow instructions of Station Manager & Assistant Manager (SO) MMMOCL.
- z) Performing other day to day activities and maintain record at station level such as
- i. Ensuring Safe Train & Passenger movement at designated station

- ii. Addressing passenger's grievances at station level and forward their suggestions for further actions.
  - iii. Shall conduct survey and carry out station promotional activities with guidance of reporting manager as and when required.
  - iv. Monitoring functioning of Essential Equipment like hand signal flags, tri-color torch, Mega-phone (loud hailer), stretcher, wheelchair, shroud, high visibility vest, safety helmet, Q-managers, clamps, padlocks, breathe analyzer kit, first aid kit, gum boot, raincoat etc. and maintaining adequate number required at stations.
  - v. Adhering and updating records like Station Diary, PTW Forms, Asset Register, Lost and found, Key Register, Station Opening/Closing Register, Instruction Register, Equipment Fault Register, Mock Drill Register, Caution Order Register, Assurance Register, Manual Point Operation Register, Manual Penalty Receipt, Inspection Register, Daily Reports, etc. available at station.
  - vi. Shall follow all MMMOCL rules, standard operating procedures, and policies like Metro Railway General Rules, Special Instructions for Metro Railway General Rules, Standard Operating Procedure for Stations, Safety Manual, Disaster Management Manual, Telephone Directory & Emergency Contact Details, Station Working Orders, Platform Screen Doors Operating Manual, Standard Operating Procedure for Train Operations, O&M Act, etc. and ensure copy of same shall be available at station.
- aa) **Note:** The roles and responsibilities of the Assistant Station Controller cum Emergency Train Operator are not limited to the above, any other instructions/ Procedures issued by the MMMOCL authorities from time to time in respect of duties and responsibilities shall be strictly followed.

### 3. GUIDELINES FOR WAGES & MONTHLY EMOLUMENT

- 3.1 The contractor shall pay the salary as defined in clause 3.2 & 3.3 which shall not be less than labour rate for as Junior Engineer and Senior Engineer mentioned under State Schedule of Rate (SSR) of PWD, issued by Government of Maharashtra, plus allowances (if any) as mentioned in Tender Clause.
- 3.2 Successful bidders shall submit the details of the salary structure to the MMMOCL for finalization of salary. Minimum Monthly take home salary shall be including Basic + HRA + Allowances (Conveyance, Night, etc.) after deduction of employee's contribution to PF and PT shall be guidelines issued by Government of Maharashtra. Also, Yearly Bonus@8.33% payable of annual Basic shall be paid to staff by contractor once in year prior to Diwali festival.
- 3.3 Salary as per the labour rates mentioned under State Schedule of Rate (SSR) of PWD, issued by Government of Maharashtra, considering the rate mentioned as Junior Engineer for ASC cum ETO and Senior Engineer for Operation Supervisor, other components as defined shall be considered.

Sample copy of Salary Structure (including working days, week-off, approved leave  
excl. absenteeism)

Wages		Operation Supervisor	ASC cum ETO
Earnings of the Employee	<b>Basic Pay per month (Basic + VDA)</b>	<b>47,830</b>	<b>32,830</b>
	HRA @15% of Basic Pay	7,175	4,925
	Conveyance Allowance	3,463	1,761
	<b>Gross Pay</b>	<b>58,468</b>	<b>39,516</b>
	Bonus @ 8.33% of Basic Pay (Once in a Year)	3,984	2,735
	Employer's Contribution to EPF @13% of Basic Pay or On Ceiling of Rs.15000/-	1,950	1,950
	<b>Total per Month Earnings of Employee</b>	<b>64,402</b>	<b>44,200</b>
Deductions	Employee PF @ 12% or On Ceiling of Rs.15000/-	1,800	1,800
	Professional Tax	200	200
	<b>Total Deductions</b>	<b>2,000</b>	<b>2,000</b>
<b>Total Take Home Salary Per Month</b>		<b>56,468</b>	<b>37,516</b>

**Note-**

- a) ASC Cum ETO Rates is taken from Junior Engineer rate & for Operation Supervisor rates taken from Senior Engineer rate mentioned in SSR of PWD for 2022-23 issued by GoM. However, rates may change periodically and same shall be taken into consideration.
  - b) Additionally, encashment of Balance Leave Salary amount shall be done annually by the contractor.
  - c) Deviations in the Salary break-up mentioned above is not permitted. However, other component may change proportionally based on the changes in SSR of PWD issued by Govt. of Maharashtra.
- 3.4 Wages (Salary) of the contractor staff to be paid on or before 10th of every month irrespective of Agency receiving payment from Employer. Also, other statutory payment of employees to be made before raising of monthly bill.
- 3.5 The bidder shall consider leave entitlement for contractor staff as per the Shop & Establishment Act or guidelines issued by the Government of Maharashtra. Additionally, the bidder shall ensure that female staff are entitled to maternity leave under the Maternity Benefit Act, as issued by the State Government. If employees are not covered under ESIC, the payment for maternity leave shall be reimbursed by MMMOCL upon submission of actual payments made by the contractor, as per the defined policy of the Government of Maharashtra.
- 3.6 Indicative Allowances:**
- a) Contractor staff shall be considered for Allowances like Night Shift allowance, Gazette/Public Holidays allowances as per MMMOCL Holiday list and Over Time allowance.
  - b) Bidder shall ensure the minimum allowances to contractor staff as defined below:
    - i. Night Allowance: Rs 250 per 8-hours night duty (22:00 – 06:00 hrs)
    - ii. Overtime Allowance: Rs 200 per hour or as per Maharashtra govt./ labour laws guidelines whichever is higher.

- iii. Gazette/Public Holiday Allowance: As per shop & establishment or as per Maharashtra govt./labour laws guidelines whichever is higher.
- c) However, Successful Contractor shall take approval from MMMOCL for the implementation of allowances and the cost will be borne by the contractor.
- d) As a part of retention policy, yearly increment (minimum 5% and can be more as defined in contractor policy) based on performance shall be borne by the contractor.

#### 4. GUIDELINES FOR UNIFORM & PPE

- 4.1 The uniform and all required PPEs as per relevant IS Standards for various kinds of works shall be provided by the Contractor. All staff shall wear uniform during working hours with different uniform codes. The design and the color of the uniform shall be provided by the Employer/Employer's Representative.
- 4.2 Contractor shall provide the uniforms at his cost to the ASC cum ETO & Operation Supervisor as per MMMOCL guidelines. The contractor will get the sample of all items approved by MMMOCL.
- 4.3 All Contractor's Personnel shall have valid photo identity card. All ASC cum ETO & Operation Supervisor shall dress in neat, clean and prescribed uniform with name badge and identity card properly displayed along with valid competency certificate. The Contractor shall provide Uniform to all the personnel deployed under the contract. The Uniform shall be provided by the Contractor. The design pattern, colour/ shade and cloth quality shall be decided by MMMOCL. The uniform shall not be used outside MMMOCL premises.
- 4.4 Uniform & Admin cost shall not be recovered from the staff by contractor before and after joining.
- 4.5 Following uniform items shall be given by Contactor at his own cost to each contractor staff:
  - a) **Blazer:** The design pattern, colour/ shade and cloth quality shall be decided by MMMOCL. MMMOCL Logo to be embedded.  
**Periodicity:** 2 Blazer from inception (Total 3 for 3 years)
  - b) **Shirt:** The design pattern, colour/ shade and cloth quality shall be decided by MMMOCL. Contractor and MMMOCL Logo to be embedded.  
**Periodicity:** 4 Shirts once in a year.
  - c) **Trousers:** The design pattern, colour/ shade and cloth quality shall be decided by MMMOCL.  
**Periodicity:** 3 Trouser once in a year.
  - d) **Safety Shoes:** Double density sole for high durability and flexibility, antistatic shock absorption and abrasion resistance, cleated out sole, with wider clits for higher grip.  
**Material:** Leather,  
**Colour:** Black,  
**Periodicity:** 1 pair every year.
  - e) **High Visibility Vest:** The design pattern, colour/ shade shall be decided by MMMOCL.  
**Periodicity:** 1 every year.
  - f) **Safety Helmet:** The design pattern, colour/ shade shall be decided by MMMOCL.  
**Periodicity:** 1 every year.

- g) **Neck Tie/Cravat:** The design pattern, colour/ shade and cloth quality shall be decided by MMMOCL. MMMOCL logo printed, with a Clit or push button hold beneath the collar.  
**Periodicity:** 2 Neck Ties/Cravats every year.
- h) **Name Badge:** The design pattern, colour/ shade shall be decided by MMMOCL  
**Periodicity:** 1 every year.
- i) **Raincoat:** Brand: Duck back, Zeel etc. made of 100% polyester fabric, packable and light weight. Sealed to prevent water from seeping in. Water resistance, fine finish with two spacious hand pockets having flaps. However, availability of Raincoat in good condition shall be ensured by repair/replacement, if required, by the contractor.  
**Periodicity:** 1 every 2 year.
- j) **Note:** The colour & pattern of the uniform shall be got approved from MMMOCL.
- i. Uniform should be comfortable in Mumbai climate,
  - ii. Tie colour should be in contrast with uniform colour.
  - iii. Uniform cloth shall be wrinkle free.
  - iv. Comfortable fitting so that ASC cum ETO & Operation Supervisor looks smart.

## 5. EMPLOYER'S REQUIREMENT

- 5.1 The period of contract will be three years which may be further extended as per tender clause.
- 5.2 The requirement of ASC cum ETO & Operation Supervisor will be as per requirement raised by MMMOCL.
- 5.3 The agency may be asked to provide additional trained and uniformed personnel within 30 days' notice.

## 6. OBLIGATION TO THE CONTRACT

- 6.1 The Contractor has to complete all the Administrative Compliances like issuing Uniform, Shoes, ID Cards, and Appointment Letters within a period of one Month from the date of issue of Letter of Award of Contract. Non-Compliance of the same will attract penalty @ 1% of Total Invoice (Including GST every month from Second Month Onwards till the full compliance.
- 6.2 The Contractor has to tie up with nearby Hospitals in order to provide Emergency Medical Aid in case of any unforeseen event or any medical emergency to the Employees.
- 6.3 The Agency must complete the Full & Final settlement in a week's time or as per the guidelines issued by the Government (State/Central) in that regards of the staff who left the services and completed his/her exit formalities and upon receiving the clearance from the Assistant Manager- Station Operation MMMOCL. Any delays will attract penalty as deemed fit by MMMOCL.
- 6.4 The Agency shall indemnify and protect MMMOCL from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the agency.



- 6.5 MMMOCL shall have the right to have any Contractor's person removed who is undesirable or other-wise not suitable and similarly the Contractor reserves the right to remove the personnel with prior permission of MMMOCL.
- 6.6 Contractor's Staff likely to be work at other metro stations of future metro lines once operational, which comes under the possession of MMMOCL.
- 6.7 The Contractor shall ensure that its personnel shall not at any time, without the consent of MMMOCL, in-writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by MMMOCL and shall not disclose any information to any person pertaining to the affairs of MMMOCL.
- 6.8 All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be submitted by the Contractor on demand by MMMOCL.
- 6.9 Contractor shall maintain all records of property & equipment of MMMOCL handed over to them for use/ under his control. Contractor shall not be held responsible for the damages/sabotage caused to the property of MMMOCL due to the trade union/riots/mobs/armed dacoit activities or any other event of force majeure.
- 6.10 The Contractor shall ensure that personnel deployed under the contract are not members of any trade union.
- 6.11 Any liabilities arising out of any litigation (including those in Hon'ble Consumer Courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's personnel shall attend the Court as & when required.
- 6.12 At the end of contract period or termination of contract, all the equipment, software/ data, operation manuals, procedures and guidelines etc. or any other items belonging to MMMOCL shall be handed back in good condition. If any short comings found, the MMMOCL shall take necessary action / raise recovery as suitable.

## **7. INSPECTION AND RIGHT TO AUDIT**

- 7.1 MMMOCL will perform random, periodic or continuous audits to ascertain the quality of agency staff to the expected levels.
- 7.2 The Contractor shall maintain records of Training, Competency certificates, internal examinations, service records of all employees deputed to this project and should be available for employer's audit/review.
- 7.3 The Contractor will be penalized for the non-conformances observed during the audit.
- 7.4 The Contractor should strive to exceed the expectations of MMMOCL through continual improvement of methods and practices
- 7.5 The Employer and its representatives shall at all times have access to any site and to inspect performance by Contractor. Employer, through its authorized representatives, shall be absolutely entitled to, without any hindrances whatsoever, to search the body and property of any person deployed in relation to this contract and shall also be entitled to seize any item on such person's custody which, in Employer's opinion, he/ she was not entitled to carry. In the event that the Employer finds any such item with any person, Contractor shall immediately remove such person from rendering Services and Employer shall be entitled to prohibit the entry of such person in any of its sites/ premises.

- 7.6 The Contractor shall keep complete and accurate records of all operations and expenses in connection with the services. All said records shall be kept in file by the Contractor for a period of Three (3) years from the date the record is made, and in any event, shall not be removed without approval of the Employer.
- 7.7 The Contractor shall, upon reasonable notice, allow the Employer, its management, auditors and/or its regulators, the opportunity of inspecting, examining and auditing, the Contractor's operations and business records which are directly relevant to the Services.
- 7.8 The Contractor shall co-operate with Employer's internal or external auditor to assure a prompt and accurate audit. The Contractor shall also co-operate in good faith with Employer to correct any practices, which are found to be deficient as a result of any such audit, within a reasonable time.
- 7.9 Such audits or reviews will be at the expense of Employer. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Contractor shall be bound and liable to reimburse to the Employer such discrepancies of overcharges.



महा मुंबई मेट्रो

Maha Mumbai  
Metro

**e-Tender for**  
**Provision of the Services of Assistant Station  
Controller cum Emergency Train Operators at  
Mumbai Metro Stations of Line 2A, 7, 2B, 9  
and Upcoming Metro lines**

**VOLUME - 2**

**MAHA MUMBAI METRO OPERATION  
CORPORATION LIMITED (MMMOCL)**

NaMTTRI Building, Adjoining New MMRDA Building,  
Bandra- Kurla Complex, Bandra (East), Mumbai- 400 051

## LIST OF APPENDICES

(To be submitted by Bidder along with Page No and same sequence)

Appendix No.	Contents	Attached Yes/No	Page No
<u>APPENDIX-1</u>	Bidder Information <b>(For Envelope I)</b>		
<u>APPENDIX-2</u>	Mandatory Checklist of Details & Documents to be Enclosed <b>(For Envelope I)</b>		
<u>APPENDIX-3</u>	Form of Bank Guarantee Bond for Performance Security		
<u>APPENDIX-4</u>	Similar Works in Hand <b>(For Envelope I)</b>		
<u>APPENDIX-5</u>	Details of Completed Similar Work by Bidder <b>(For Envelope I)</b>		
<u>APPENDIX-6</u>	Turn Over and Net Worth Details <b>(For Envelope I)</b>		
<u>APPENDIX-7</u>	Technical Bid Covering Letter <b>(For Envelope I)</b>		
<u>APPENDIX-8</u>	Financial Bid Covering Letter <b>(For Envelope II)</b>		
<u>APPENDIX-9</u>	MMMOCL Audit Declaration <b>(For Envelope I)</b>		
<u>APPENDIX-10</u>	Non-Engagement of Middleman Declaration <b>(For Envelope I)</b>		
<u>APPENDIX-11</u>	Format for Solvency Certificate <b>(For Envelope I)</b>		
<u>APPENDIX-12</u>	Format of Affidavit 1 <b>(For Envelope I)</b>		
<u>APPENDIX-13</u>	Non-Blacklisted / Debarred / Declared Ineligible for Award of Contract <b>(For Envelope I)</b>		
<u>APPENDIX-14</u>	Non-Tempering of Tender Document <b>(For Envelope I)</b>		
<u>APPENDIX-15</u>	Power of Attorney for Signing of Bid <b>(For Envelope II)</b>		
<u>APPENDIX-16</u>	Format of Affidavit 2 <b>(For Envelope I)</b>		
<u>APPENDIX-17</u>	Declaration for Tender & True information <b>(For Envelope I)</b>		
<u>APPENDIX-18</u>	Indemnity Bond <b>(For Envelope I)</b>		
<u>APPENDIX-19</u>	Initial Filter Criteria <b>(For Envelope I)</b>		
<u>APPENDIX-20</u>	Master License Agreement		
-----	Seal & Signed Copy of Entire Tender Document by Bidder <b>(For Envelope I)</b>		

**APPENDIX-1**  
**BIDDER INFORMATION**  
(on Bidder Letter head)

<b>SN</b>	<b>Description</b>	<b>Details to be filled by Bidder</b>
1	Name of the Company	
2	Corporate Identity No. (CIN)	
3	Complete Official Postal address	
4	Phone No.	
5	Corporate Headquarters Address	
6	Name of the Contact Person with Designation	
7	Contact Person Mobile No.	
8	Contact Person E-mail id.	
9	Nationality	
10	Authorized Person Name signing the Bid	
11	Authorized Person Designation & email ID	
12	Complete Official Postal address of Bidders Party	
13	Authorized Person Name of Bidders Party	
14	Bidders Party Authorized Person Designation & email ID	
15	Name of the Bank with full address	
16	Bank Account Number	
17	Enclose an unsigned cheque duly cancelled	
18	GST registration No	
19	PAN No/GIR No	
20	PF Registration Number	
21	ESIC Registration Number	

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

## APPENDIX-2

### MANDATORY CHECKLIST OF DETAILS & DOCUMENTS TO BE ENCLOSED

(on Bidder Letter head)

The tendering firm/company is required to enclose attested and legible scanned copies of the following documents (in the same sequence) in the Technical Bid section, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

Sr No	Document	Submitted (Yes/No)	Page No
1	Proof of local office at Mumbai as per clause Ch. III, 4.4		
2	ESIC & EPF Registration Certificate as per clause Ch. III, 4.6		
3	Company Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be) as per clause Ch. III, 4.7		
4	PAN Card/GIR No. Copy as per clause Ch. III, 4.8		
5	Statement showing names of Partners, Directors etc. of the firm with complete address of each as per clause Ch. III, 4.9		
6	Valid Labour License attested copy as per clause Ch. III, 4.10		
7	Audited Balance Sheet and Profit & Loss Statement for last three financial years (i.e. FY 2021-22, FY 2022-23, FY 2023-24) <i>(Complete Annual Reports need not to be attached unless specifically demanded in the Tender Document)</i> as per clause Ch. III, 5.4		
8	IT Returns for last three financial years as per clause Ch. III, 5.5		
9	GST Registration Certificate Copy as per clause Ch. III, 5.6		
10	Receipt of Payment done for Tender fee & EMD as per clause Ch. III, 7.3		
11	Documents in support of Eligibility Criteria as per clause Ch. III, 15.6		

**Note:**

- a) The Details as required must be submitted with supporting documents for each of criteria mentioned at each row. Failure to submit details will result in disqualification.
- b) Bids with alterations shall be attested by the Bidder.

I/We do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

### APPENDIX-3

#### **FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

1. This deed of Guarantee made this day of ..... (Month & year) between Bank of..... (Hereinafter called the 'Bank') of the one part, and Maha Mumbai Metro Operation Corporation Limited (MMMOCL) (hereinafter called 'the Employer') of the other part.
2. Whereas Maha Mumbai Metro Operation Corporation Limited (MMMOCL) has awarded the contract ..... (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 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.
6. The details of Employer's bank (MMMOCL) are as under:  
A/C Name: Maha Mumbai Metro M(3) Operation Corporation Limited  
A/C No. 39579947249  
IFSC Code: SBIN0003838  
MICR Code: 400002031  
Bank Name: State Bank of India  
Branch: Government Colony Bandra (East)  
The Performance Bank Guarantee issued on the SFMS platform except Axis Bank shall only be acceptable to the Employer. The Bank Guarantee shall be payable at any branch in Mumbai and valid for a period of 3 (Three) year and 6 (six) months from the date of issue of Letter of Acceptance.

7. This Guarantee is valid till the initial period for which this Guarantee will be valid must be for at least 3 year and 6 months.
8. 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.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. 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.
11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
  - ii) This Bank Guarantee shall be valid up to 3 year and 6 months and payable at Mumbai.
  - iii) 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.....

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.

Signature.....

Name .....

Address .....

Witness 2.

Signature.....

Name .....

Address .....

**Note:** Bank Guarantee is treated as valid when submitted along with SFMS confirmation.



**APPENDIX-4**  
**SIMILAR WORKS IN HAND**  
(on Bidder Letter head)

DETAILED LIST OF WORKS IN HAND AS ON DATE OF SUBMISSION OF BID

**Name of the Bidder:**

Sr. No	Name of the work	Financial Year	Tendered Amount (Rs. in Crore)	Date of Commencement	Date of Completion	Value of Work done till 28 <sup>th</sup> February 2025 (Rs. In Crore)	Page No of corresponding attached document
1	2	3	4	5	6	7	8

Note: This is only a standard form. Details are to be furnished in this format in the form of printed statements which shall be uploaded in Envelope - I.

Sign of Authorized Signatory with Name

Seal of the Bidder

**APPENDIX-5**  
**DETAILS OF COMPLETED SIMILAR WORK BY BIDDER**  
(on Bidder Letter head)

Sr No	Name of work	Name of the organization/Employer for whom the work was carried out	Place and Country	Financial Year	Date of Commencement	Date of Completion	Tendered cost (Rs. in Crore)	Completion Cost (Rs. in Crore)	Page No of corresponding attached document
1	2	3	4	5	6	7	8	9	10

Note: This is only a standard form. Details are required to be furnished in this format in the form of printed statements which shall be uploaded in Envelope - I.

Sign of Authorized Signatory with Name

Seal of the Bidder

**APPENDIX-6**  
**TURN OVER AND NET WORTH DETAILS**

<b>Annual Turnover Details</b>		
<b>S. No</b>	<b>Financial Year</b>	<b>Annual Turnover in Rs.</b>
(1)	2021-22	
(2)	2022-23	
(3)	2023-24	
(4)	Total Turnover (1) + (2) + (3)	
(5)	Average Turnover of Three Years in Rs.	

<b>Net Worth Details</b>		
<b>S. No</b>	<b>Financial Year</b>	<b>Net Worth in Rs.</b>
(1)	2021-22	
(2)	2022-23	
(3)	2023-24	
(4)	Total Net Worth	

Note - C.A. certified (duly signed) Turn over and Net worth shall be submitted.

**APPENDIX-7**  
**TECHNICAL BID**

Covering Letter Comprising the Technical Bid

Date:

Director (Operation),  
Maha Mumbai Metro Operation Corporation Limited  
NaMTTRI Building  
Adjoining MMRDA New Building,  
Bandra Kurla Complex,  
Bandra (E), Mumbai – 400051.

**Subject:** Technical Bid for Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.

Respected Sir,

1. With reference to your Bid Document, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid for the award of License. The Letter and the Bid is unconditional and unqualified.
2. I/ We acknowledge that MMMOCL will be relying on the information provided in the Bid and the documents accompanying this Bid for qualification of the Bidder(s) for the award of License, and I/we certify that all information provided in the Bid and its Annexures is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
4. I/ We shall make available to MMMOCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that MMMOCL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
  - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by MMMOCL;
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with MMMOCL;
  - c. I/We hereby certify that we have taken steps to ensure that in conformity with the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that MMMOCL may cancel the Bidding Process at any time and that MMMOCL is neither bound to accept any Bid that MMMOCL may receive nor bound to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with the Bid Document.
8. I/ We declare that I / We are not a member of any other consortium submitting a bid for the award of license of this contract.

9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we shall be subjected by the provisions of disqualification in terms of the provisions of the Bid Document; we shall intimate MMMOCL of the same immediately.
10. I/we undertake to conduct regular in-house audit by MMMOCL every six months.
11. I/We understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the Bid Document, I/We shall be debarred by MMMOCL for further participation in the similar future contracts/licenses of MMMOCL for a period of three (3) years.
12. The power of attorney for signing of bid as per format provided in bid document are also enclosed.
13. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I/We have studied all the Bidding Documents carefully and we understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by MMMOCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
15. The techno-commercial/Price Bid has been submitted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, draft License Agreement, my/our estimates of costs and all the conditions that may affect the Bid.
16. I/We agree and understand that the Bid is subject to the provision of the Bidding Documents. In no case, I/We have any claim or right of whatsoever nature if the License is not awarded to me/us or my/our Bid is not opened.
17. I/We agree to keep my/our Bid valid for 180 days from the date of tender opening.
18. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry/termination of the License Agreement.

In witness thereof, I/ we submit this Bid along with our Bid under and in accordance with the terms of the Bid Document.

Yours faithfully,

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

**APPENDIX-8**  
**FINANCIAL BID**

Covering Letter Comprising the Financial Bid

Director (Operation),  
Maha Mumbai Metro Operation Corporation Limited  
NaMTTRI Building  
Adjoining MMRDA New Building,  
Bandra Kurla Complex,  
Bandra (E), Mumbai – 400051.

**Subject:** Financial Bid for Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.

Respected Sir,

- I/We the undersigned offer to provide services to MMMOCL within the time frame given by MMMOCL and as per the terms and conditions of the Bid Document, our Techno-commercial proposal and the agreement to be executed between the parties.
- I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us. I/We have duly signed on each page of the Bid Document.
- I/We understand that MMMOCL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- I/we have duly signed on each page of the Bid document.
- I/We further certify that we are ready to provide services to MMMOCL for this tender within the time frame given by MMMOCL and as per the terms and conditions of the bid document and in the agreement to be executed between the parties
- I/We understand that MMMOCL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

Yours faithfully,

Seal & Signature of Authorized Signatory:  
Name and Title of Signatory:  
Name of Bidder:  
Address:

**Name of Work:** Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.

**PRICE BID SUMMARY (BOQ)**

SI No	Item Description	Man-days / shift Requirement per year	Per Man-days Rate	Amount excluding GST@ 18% (Rs.)	Amount including GST@ 18% (Rs.)
		(1)	(2)	(3) = (1) * (2)	(4) = (3) *1.18
<b>1</b>	<b>Operation Supervisor</b>		----	----	----
1.01	Total Amount for First Year	730			
1.02	Total Amount for Second Year	730			
1.03	Total Amount for Third Year	730			
<b>2</b>	<b>ASC cum ETO</b>		----	----	----
2.01	Total Amount for First Year	9125			
2.02	Total Amount for Second Year	37230			
2.03	Total Amount for Third Year	48910			
<b>TOTAL COST FOR 3 YEARS</b>					

Note-

1. Actual number of Man-Days in a year = Total number of Actual Man-days provided in a month across all stations and any other location in a year.
2. The bidder should fill up the rates in Price Bid Summary (BOQ) table, duly sign and stamp all the pages, scan the same and duly upload in Financial Bid (Envelope-II).
3. Bids with overwriting, correction or insertion in all table shall be attested by the signatory.
4. GST as applicable will be reimbursed by MMMOCL when the same is reflected on GST portal.
5. In event that any new tax is imposed or an existing tax enhanced/ reduced under a governing law upon the services/ deliverables of the licensee, then the new taxes/ additional taxes shall be absorbed by MMMOCL against documentary proof.
6. Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations (if any).
7. In case of any discrepancy between the Price Quoted in words and figures, the lower value will be taken into consideration as per evaluation criteria.
8. Payment will be made on submission of Original Bill / Invoice duly certified by competent Authority.

Yours sincerely,

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

APPENDIX-9  
**MMMOCL AUDIT DECLARATION**  
(on Bidder Letter head)

**TO WHOMSOEVER IT MAY CONCERN**

Ref: Tender Document No: \_\_\_\_\_

Date:

I/ We, ..... hereby affirm, after careful study of the tender documents, the rights of MMOCL to have an audit in the course of the license period and the result of such audit is binding on us.

Place:

Sign of Authorized Signatory with Name

Seal of the Bidder



**APPENDIX-10**  
**NON - ENGAGEMENT OF MIDDLEMAN DECLARATION**  
(on Bidder Letter head)

**TO WHOMSOEVER IT MAY CONCERN**

Ref: Tender Document No: \_\_\_\_\_

Date:

This is to confirm and certify that I/ We, ..... in the process of tendering this tender, have not engaged any middleman or agency to advance our tender.

Place -

Sign of Authorized Signatory with Name

Seal of the Bidder

APPENDIX-11  
**FORMAT FOR SOLVENCY CERTIFICATE**

(on Letter head of Bank)

Date:

To,  
Maha Mumbai Metro Operation Corporation Limited  
NaMTTRI Building,  
Adjoining MMRDA New Building,  
Bandra Kurla Complex,  
Bandra (E), Mumbai – 400051

This is to certify that Shri. / M/s \_\_\_\_\_ has / have  
been maintaining an S.B. / current account with us since last \_\_\_\_\_ years.

From his / her dealing with us we have found him as follows: To the best of our knowledge  
and information belief he is / they are solvent to the extent of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ Only)

This certificate is issued at the specific request of the customer M/s \_\_\_\_\_  
towards applying for tender \_\_\_\_\_ (Name of work)

Sign of Authorised Signatory with Name

Seal of the Bank

Note: Date of certificate to be when 3 months of bid

Sign of Authorised Signatory with Name

Seal of the Bidder

**APPENDIX-12**  
**FORMAT OF AFFIDAVIT 1**

(To Be Executed on Non-Judicial Stamp Paper of Appropriate Value & Duly Notarized)

Date:

I \_\_\_\_\_ age \_\_\_\_ address \_\_\_\_\_

(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm \_\_\_\_\_ / authorized signatory and I am submitting the documents in Envelope I & II for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

I am liable for action under Indian Penal Code or Bharatiya Nyaya Sanhita (BNS) or any other government rules/ Acts for submission of any false / fraudulent paper / information submitted in Envelope I & II.

I am liable for action under Indian Penal Code if during contract period, any false information, false proof in supporting document, any false documental proof submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.

I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

**APPENDIX-13****FORMAT OF NON-BLACKLISTED / DEBARRED / DECLARED INELIGIBLE FOR  
AWARD OF CONTRACT**

(To Be Executed on Non-Judicial Stamp Paper of Appropriate Value & Duly Notarized)

Date:

This affidavit is executed at \_\_\_\_\_ (Place) on \_\_\_\_\_ (Date) by \_\_\_\_\_  
(Name of the authorized person) behalf of \_\_\_\_\_ (name of the bidding  
firm), who is bidding for the work " \_\_\_\_\_  
"(Name of the work), vide tender No- \_\_\_\_\_ invited by Maha Mumbai Metro  
Operation Corporation Limited (MMMOCL).

I/We hereby declare that: -

The bidders \_\_\_\_\_ (Name of the bidding firm) have not been banned or  
blacklisted or debarred by any Central / State government department or public sector  
undertaking of Govt. Of India of any State Govt., of Indian Union, as on the date of Bid  
submission. Also, bidder should not have abandoned any of the Works after award of the  
contracts during the last five (5) years.

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

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

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

APPENDIX-14

**FORMAT OF NON-TEMPERING OF TENDER DOCUMENT**

(To Be Executed on Non-Judicial Stamp Paper of Appropriate Value & Duly Notarized)

Ref: Tender No-\_\_\_\_\_

Date:

"Tender for \_\_\_\_\_(Name of the work), invited by Maha Mumbai Metro Operation Corporation Limited (MMMOCL).

This is to confirm and certify that I/We, \_\_\_\_\_ confirm that the bid documents submitted by us in this tender bid are not tampered.

If any tampered document is found my candidature for the above bid may be terminated at any stage even after award of the work or during execution stage of above work.

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

APPENDIX-15  
**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, we \_\_\_\_\_ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), \_\_\_\_\_ son / daughter / wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful Attorney (hereinafter referred to as the '**Attorney**') to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the license for Providing services to MMMOCL for which proposals are invited by MAHA MUMBAI METRO OPERATION CORPORATION LIMITED, (MMMOCL) including but not limited to signing and submission of all Bids and other documents and writings, participate in pre bid meeting and other conferences and providing information/ responses to MMMOCL, representing us in all matters before MMMOCL signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid and generally dealing with MMMOCL in all matters in connection with or relating to or arising out of our Bid for the award of License to us and/ or till the entering into of the License Agreement with MMMOCL.

AND

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

IN WITNESS WHERE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ (Month) \_\_\_\_ (Year).

For \_\_\_\_\_ (Signature, name, designation and address)

Witnesses:

1.

2.

Accepted  
(Notarized)

(Signature)  
(Name, Title and Address of the Attorney)

**Note:**

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
  
- b) The Bidder should submit for verification the extract of the charter documents and documents such as a Board or Shareholders' Resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder along with bid document at the time of executing the agreement.

APPENDIX-16**FORMAT FOR AFFIDAVIT 2**

(To Be Executed on Non-Judicial Stamp Paper of Appropriate Value & Duly Notarized)

Date:

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

I/We hereby declare that: -

1. I/We shall not have deployed any person under the 18 years of age, which is prohibited & punishable under Child Labour (Prohibition & Regulation) Act-1986 & its further amendments.
2. I/ We ensure that no case of sexual harassment/abuses take place at my premises / Office with the female employee out sourced to MMOCL as per the provision of above bid, if awarded to me/us. I am aware of the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)
3. I/We shall comply with all relevant statutory norms like PWD SSR, Employees' provident fund, Employees State Insurance & GST etc.

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

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution



APPENDIX-17**DECLARATION FOR TENDER & TRUE INFORMATION****TO WHOMSOEVER IT MAY CONCERN**

Date:

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

We here by confirm that, we have downloaded / read the complete set of Tender Document /  
addendum /clarifications along with the set of enclosures hosted on Maha Tenders portal. We  
confirm that we have gone through the Tender Document, addendums and clarifications for this  
work placed up to the date of opening of bids on the Maha Tenders portal.

We confirm our unconditional acceptance for the same and have considered for these in the  
submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of  
the Tender document.

The information / documents furnished along with the above application are true and authentic to  
the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any  
false information/ fabricated document would lead to rejection of my tender & forfeiture my EMD  
besides liabilities towards prosecution under appropriate law.

Seal &amp; Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

APPENDIX-18  
**INDEMNITY BOND**

(To Be Executed on Non-Judicial Stamp Paper of Appropriate Value & Duly Notarized)

This Indemnity is made and executed at on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Mr./Ms. \_\_\_\_\_ represented by its Managing Director of \_\_\_\_\_ having administrative Office at \_\_\_\_\_ hereinafter called

INDEMNIFIER – CONTRACTOR

AND

IN FAVOUR OF (name and address) \_\_\_\_\_ hereinafter called INDEMNIFIED – MAHA MUMBAI METRO OPERATION CORPORATION LIMITED (MMMOCL),

The terms “INDEMNIFIER-CONTRACTOR” and the “INDEMNIFIED – MMOCL” unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby **irrevocably agree to indemnify and protect** the MMOCL from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the works. This indemnification obligation includes but not to be limited to claims, damages, losses, damage-proceedings, charges and expenses which are attributable to

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials, or any subcontractor or any tier.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to MMOCL without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of MMOCL as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Contractors have put their signatures in the presence of the witnesses.

(Name, signature of Managing Director, date & address of Contractor)

Two Witnesses' Signature Name and Address

**APPENDIX-19**  
**INITIAL FILTER CRITERIA**  
(on Bidder Letter head)

Sr. No.	Criteria	Yes	No
1	Has the Bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organization ever been terminated due to poor performance?		
3	Has the Bidder's Security Deposit for any contract has ever been forfeited in any Government / PSUs/ Metro Railways?		
4	Has the Bidder been involved in frequent litigations in last five years?		
5	Has the Bidder suffered insolvency/bankruptcy in the last five years?		
6	Has the Bidder been blacklisted by any organization?		
7	Has any misleading information been given in the tender?		
8	Is the Bidder is financially not sound to perform the work?		
9	Is the Bidder's net worth negative?		
10	Has the Bidder engaged any Middle men /agent to advance his/her tender?		
11	Has the Bidder failed to certify that no middlemen have been or will be engaged or that any commission has been or will be paid?		

**Note:** "Yes" answer to any of the above 1 to 11 points shall disqualify the Bidder. The Bidder should also enclose the following undertaking on **Rs.500/-** Non-Judicial Stamp Paper duly notarized as per the format given below along with the Technical Bid.

[NON-JUDICIAL STAMP PAPER OF **RS.500/-** DULY NOTARIZED]

UNDERTAKING FOR INITIAL FILTER CRITERIA

Subject: Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines.

- 1 I, Mr./Ms. \_\_\_\_\_ (Authorized Signatory) on behalf of \_\_\_\_\_ (Company's Name) having its registered office at \_\_\_\_\_, hereby confirm, declare and undertake that the information given in the Initial Filter Criteria is true and nothing has been concealed or misrepresented.
- 2 MMMOCL is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then MMMOCL may annul the award and forfeit our EMD (if any held with MMMOCL) and Performance Security (if any available with MMMOCL). Further, in such a case, we may be banned for future tenders of MMMOCL.

Seal & Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

**APPENDIX-20**  
**MASTER LICENSE AGREEMENT (SAMPLE COPY)**

(To be executed on Stamp paper of appropriate value)

This Master License Agreement (the “Agreement”), is made and executed at Mumbai on this day of \_\_\_\_\_.

BETWEEN

“Maha Mumbai Metro Operation Corporation Limited (hereinafter referred to as MMMOCL)” a Government Company registered under the Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, NAMTTRI Building, adjoining New MMRDA Building Bandra – Kurla Complex, Bandra(E) Mumbai- 400 051 which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its officers permitted (assigns) as part of the First Part;

AND

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as “Licensee” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as part of the Other Part;

"MMMOCL" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHEREAS:

MMMOCL has invited a Tender on date \_\_\_\_\_ at Mumbai as per document no. \_\_\_\_\_, for the “Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines”.

- A. The Licensee, inter-alia, is currently engaged in the business of such services;
- B. MMMOCL has floated a Tender for the license providing “Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines”
- C. On the basis of the evaluation of the various bids received by MMMOCL, including the bid response by the Licensee, MMMOCL has confirmed to the Licensee that it is established as the “**Selected Bidder**” on the basis of the Techno- Commercial and Financial evaluation;
- D. In terms of the Bid, the submissions of the Licensee, and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the License Agreement on such terms and conditions as set forth herein.

NOW THIS MASTER LICENSE AGREEMENT WITNESSETH AND, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES. THE PARTIES, HEREBY AGREE AS FOLLOWS:

**ARTICLE 1 - SCOPE OF THE ARRANGEMENT**

1.1 The parties agree that the scope of services shall be principally as per this Agreement.

- 1.2 It is further agreed by the parties that the scope of services as set forth by MMMOCL in the Bid Document shall integrally form the part of the scope of services for the Licensee.

#### ARTICLE 2 - COMMENCEMENT OF OPERATION UNDER THE LICENSE

- 2.1 Pursuant to the scope of services to be provided by the Licensee, the parties agree that the plan for the commencement of operations shall be implemented by the licensee as prepared by MMMOCL. Any changes suggested by MMMOCL in the proposed plan for commencement of operations shall also be duly implemented by the Licensee prior to commencement of operations. The date of commencement of operations (Contract) shall be starting of First Invoice period.
- 2.2 The Licensee hereby represents and undertakes that Licensee shall be bound to comply with all submissions, commitments & representations made in response to the Bid unless agreed otherwise in this Agreement.

#### ARTICLE 3 - TENURE OF THE AGREEMENT

- 3.1 The Tenure of the Agreement which will commence on the Commencement Date which has been agreed by the parties, will initially for a period of 3 (Three) years.
- 3.2 Prices quoted will be remain same for the 3 years' time-period. The unutilized Monthly Man-days or tender cost of a year can be utilized proportionally during the contract period within the limit of contract value.

#### ARTICLE 4 - FINANCIAL TERMS AND CONDITIONS

- A. As agreed in consideration of the provision of the services by the Licensee, MMMOCL shall pay to LICENSEE an agreed sum of Rs. \_\_\_\_\_ for the "Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines" However, this amount will vary as per the actual quantum of services rendered/required.

##### 4.1 Payment of Taxes

Licensee, thus, agrees that all taxes and duty payable on account of the grant of license shall be borne by the Licensee exclusively and that the MMMOCL shall not be responsible towards the same at any time during the term. However, Service tax/GST will be reimbursed by MMMOCL on submission of original receipts/ challan by the Licensee. MMMOCL will reimburse any new tax imposed by the Govt. in lieu of service Tax/GST.

##### 4.2 Recovery of Outstanding dues:

Notwithstanding anything contained in this Agreement, the MMMOCL shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee from the Performance Security Deposit provided by the Licensee after which MMMOCL shall communicate to the Licensee of the deduction from the Performance Security Deposit. In such an event, the Licensee shall obligate to ensure that the Performance Security Deposit is restored to its original value within ten (10) working days from such deduction failing which the same shall deemed as material breach by the Licensee and MMMOCL reserves its right to terminate this Master License Agreement.

**Note:** This will be evoked when there are no sufficient payments due from MMMOCL.

#### ARTICLE 5 - PERFORMANCE SECURITY DEPOSIT

- 5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to MMMOCL (in the manner and form acceptable to MMMOCL) a Performance Security Deposit for an amount equal to **5% (Five Percent)** of the Total Contract Price/ License Fee for the entire duration of this Master License Agreement, within 30 (Thirty) working days from the receipt of the notification of award of Contract/License. **Bank Guarantee shall be payable at designated bank branch located in Mumbai.**
- 5.2 Performance Security Deposit shall be paid in the form of Bank Draft / irrevocable Bank Guarantee (BG). The said Bank Guarantee shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided in the bid document and valid for a period extending 6 months beyond the Term of the Agreement (i.e. 3 years and 6 months). MMMOCL agree to discharge the bank guarantee within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee. The Licensee shall bear the cost of the bank guarantee it provides to MMMOCL. If the Security Deposit is paid in the form of Bank Draft, no interest shall be payable by MMMOCL on the same.
- 5.3 Notwithstanding anything mentioned to the contrary in this Agreement, upon any default or breach of obligations by the Licensee under this Master License Agreement, MMMOCL may at its sole discretion draw upon the Performance Security Deposit to satisfy its claims against the Licensee by way of imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

## ARTICLE 6 - RIGHTS AND OBLIGATION OF THE LICENSEE

### 6.1 General

- a. The Licensee hereby agrees to fulfill all the commitments made in its response to the Bid.
- b. Without prejudice to the aforesaid, it is represented and undertaken by the Licensee that all services shall performed in a professional manner by its personnel and that the said performance by Licensee shall in accordance with the bid.
- c. The Licensee represents and warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the services are undertaken with utmost care and with due diligence.
- d. Furthermore, the Licensee agrees that all Techno-Commercial and Financial requirements set forth in the Bid will be met by the Licensee including those relating to service levels.

### 6.2 Certificates/Permissions

The Licensee shall obtain necessary certificates/permissions required by law or as required as per the local regulations from the competent authority. The Licensee shall be solely responsible for any failure and consequences thereof. MMMOCL shall initiate action as per ARTICLE 15 of this document in the event of any lapses by Licensee.

### 6.3 Right of user only

The Licensee will only provide the "Provision of the Services of Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines" and will have the right of user only on Leave and License basis.

### 6.4 No unlawful/ illegal activity

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity at Metro premises. It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being

restrained by the MMMOCL or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation what so ever.

**6.5 Staff Uniform, etc.**

- a. The Licensee shall provide distinctive uniforms for ASC cum ETO & Operation Supervisor at its own cost as per **Chapter VIII Clause 4** of Tender Document.
- b. The Licensee shall ensure that the ASC cum ETO & Operation Supervisor at all times displays the name badge along with the designation for clear identification.

**6.6 Attendance Record**

The Licensee shall make provision of Attendance register/Biometrics Attendance System/attendance app suggested by MMMOCL of all ASC cum ETO & Operation Supervisor either as per reporting location or at centralized location as per suggestion of MMMOCL. In the attendance record will also mention the **Date, Shift Time, Name, Designation**, etc.

**6.7 Enquiry into the antecedents of the Licensees Employees**

The licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been verified/investigated/ certified by the concerned Police Authorities.

**6.8 Damage to MMMOCL property and equipment**

The Licensee shall be responsible for any damage caused to property and equipment's provided that, such damage should arise due to the acts of omission or commission of the staff of the Licensee. Licensee shall compensate of such loss to MMMOCL.

**6.9 Handing over of Premises on expiration/termination of the Agreement**

Upon expiration or early termination of this Agreement, the Licensee shall immediately vacate the premises and shall deliver the vacant possession along with the MMMOCL's fixtures and fittings therein in good condition. In default, the MMMOCL shall be entitled to enter and take possession of other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable for any damages, and all expenses incurred in connection therewith, shall be deducted by MMMOCL from the sale proceeds or from the Security Deposit or outstanding dues of MMMOCL.

**6.10 Information**

The Licensee shall furnish all information, records, within fifteen (15) working days as may be required by the MMMOCL from time to time, failing which the MMMOCL reserves the right to impose fine and penalties on the Licensee including termination of this Master License Agreement.

**6.11 Compliance of Instructions**

The Licensee shall comply with any other instructions issued by MMMOCL from time to time as may be necessary to ensure better services.

**ARTICLE 7 - RIGHTS AND OBLIGATIONS OF MMMOCL**

**7.1 General**



- a. It is agreed by MMMOCL that the principal obligation upon MMMOCL towards the Licensee under the Agreement, shall be to render assistance (as mutually agreed by the parties) to the Licensee during the finalization of the plan for commencement of operations.
- b. The MMMOCL shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality. In case of unsatisfactory performance or complaint of any nature, the MMMOCL will be entitled to initiate the suitable legal action against the Licensee including termination of this Master License Agreement as per the terms and conditions of this agreement.

**7.2 Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Licensee.**

- a. In the event of unsatisfactory service, persistent complaints from passengers, and services below the desired performance and quality level or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the agreement to the satisfaction of the MMMOCL (who will be sole judge and whose decision shall be final and binding on the Licensee), then without prejudice to any other remedy that may be available to the MMMOCL under this Agreement or otherwise, the MMMOCL reserve its right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Licensee.
- b. The Licensee agrees to make good all cost and expenses, if any incurred by the MMMOCL for making the substitute arrangements referred to above.

**ARTICLE 8 - PERFORMANCE LEVEL GUARANTEE COMPLIANCE**

- 8.1 The Licensee hereby undertakes and represents that it shall adhere to the “*Performance Levels.*”
- 8.2 The condition of the bid shall apply at all times with regards to the terms of the License applicable on the Licensee including those set forth in the Bid and those indicated in the approved plan for commencement of operations.
- 8.3 The Licensee undertakes and agrees that in the event that the condition of the bid is not complied with, then MMMOCL has every right to impose service level penalty (Penalties) on the Licensee in accordance with the provisions of the Bid.
- 8.4 Without prejudice to the generality of the above Article 8.3, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by MMMOCL is irrevocable and undisputed and that the Licensee shall not have any right whatsoever to pre-empt MMMOCL from claiming Penalties automatically as and when there are defaults by the Licensee.
- 8.5 For purposes of monitoring & auditing the Performance, the parties agree that MMMOCL shall have the sole & exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee.
- 8.6 In addition to the Performance committed by the Licensee, it hereby also agrees and undertakes to render all the services, at such locations and with requisite manpower as designated by MMMOCL in the Bid or as may be mutually agreed by the parties. The aforesaid requirement is in relation to the inherent obligation of the Licensee to comply with the terms of the plan for commencement of operations including but not limited to provision of adequate staff, training to the said staff, etc.
- 8.7 It is agreed by the Licensee that no additional costs whatsoever shall be charged upon MMMOCL for purposes of deployment of resources (material or human) by the Licensee on account of any request made by MMMOCL under this Agreement including under the provisions of Article 8.6 herein above.

**ARTICLE 9 - THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB-LETTING**

- 9.1 The Licensee shall not sublet, transfer or assign this Agreement or any part thereof.
- 9.2 Under this Agreement, the Licensee shall at all times remain principally liable towards the MMMOCL and that there shall be no exception to their liability under this Agreement. Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.
- 9.3 If the MMMOCL at any point of time expresses any concerns to the Licensee regarding any third-party sub-contractor, then the Licensee will comply with the requirements of the MMMOCL forthwith; which may include the direction by the MMMOCL to remove the said sub-contractor, etc.

**ARTICLE 10 - PROPRIETARY RIGHTS**

- a) For purposes of this Agreement, it is agreed by the parties that the respective proprietary rights of each party at the time of execution of this Agreement shall remain as the sole and exclusive rights of that party
- b) If any property of either party is to be used by the other party for purposes of provision of services under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and Term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and Term of this Master License Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes.
- c) Notwithstanding the other provisions of this article, the Parties strictly agree and not to use any trademark or service mark of the other party unless the same is under written consent of the owning party.

**ARTICLE 11 – CONFIDENTIALITY**

- a) It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the Commercial Terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.
- b) In addition to the above, during the Term of this Agreement, the Licensee acknowledges that all information, data, material, etc., of its systems and operations shared by MMMOCL with the Licensee, shall be regarded as part of confidential information by the Licensee.

**ARTICLE 12 – AUDIT RIGHTS**

- 12.1 MMMOCL being the service beneficiary under the Agreement shall have audit and inspection rights upon the Licensee during the entire Term of this Agreement.
- 12.2 MMMOCL shall have the right to conduct periodic / surprise audits along with audits and or inspections of the facilities of the Licensee at regular intervals. Such audits shall include the audit of Techno- Commercial and performance records of the MMMOCL Licensee which may be based on passenger feedback and their parameters set forth by MMMOCL.
- 12.3 In addition to the audit rights under Article 12.2 herein above, MMMOCL shall have the right to audit particular performance records of the Licensee including payment records, etc.
- 12.4 Each audit team of MMMOCL shall be nominated by MMMOCL administration exclusively and the Licensee shall not be intimated any audit visits by MMMOCL. The location, time, etc. of the audit shall be decided by MMMOCL exclusively and costs relating to the audit shall be borne by MMMOCL. The parties also agree that upon the conclusion of each audit, representatives of both parties are to mutually sign-off on the observations.

- 12.5 In the event that any audit by MMMOCL reveals any discrepancy as determined by MMMOCL, the same would then be communicated by MMMOCL in writing to the Licensee; who shall be under obligations to comply with the audit results/directions of MMMOCL within 30 days of receipt of written communication from MMMOCL.

#### ARTICLE 13 - INSURANCE & INDEMNITIES

- 13.1 During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regards to all its obligations under this agreement including insurance for **COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE for 5% of the contract value** covering bodily injury or death suffered by third parties (including the MMMOCL's Personnel) and loss of or damage to property (including the MMMOCL's property), Professional indemnity Insurance **for 3% of the contract value** covering for the financial consequences of professional negligence following a breach of professional duty by way of neglect, error or omission, additionally, cover shall also be provided in respect of any legal and other costs and expenses incurred, and **Workers, Compensation for 10% of the contract value** in accordance with the statutory requirements applicable in the country where the facilities or any part thereof of is executed. The MMMOCL's name should be mentioned under all insurance policies taken out by the Contractor except for Workers' Compensation Insurance. The bidder shall have to furnish originals and/ or attested copies as required by competent authority of policies of insurance taken within 7 working days.
- 13.2 The Licensee agrees to indemnify, protect and defend MMMOCL from any and all losses, claims, actions, damages, liabilities, costs and expenses, including Attorneys' fees that may be claimed upon or incurred by MMMOCL due to breach or violation or non- compliance of the terms of this Agreement (including "Performance Levels", representations & other commitments herein) by the Licensee. The aforesaid indemnity granted by the Licensee can be invoked by MMMOCL at any point of time during the tenure of the Agreement and the same shall be complied with by the Licensee forthwith without any delay, protest or demur.
- 13.3 The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the MMMOCL from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the MMMOCL as aforesaid shall be deemed to be money payable to the MMMOCL by the Licensee and in case of failure by the Licensee to repay the MMMOCL any money paid by it as aforesaid within fifteen (15) working days after the same have been demanded by the MMMOCL, the MMMOCL shall recover the same from the Performance Security Deposit and or invoking Performance of Bank Guarantee. The licensee shall solely responsible for consumer complaints and in case of any direction/judgment from Consumer Court(s), the Licensee shall be solely responsible for fulfilling the requirements at their own level.
- 13.4 In case the Licensee suffers any loss on account of it being restrained by the MMMOCL or any competent authority for indulging in any illegal activities or any contravention of law, the MMMOCL shall not be liable to pay any indemnification/compensation to the Licensee. MMMOCL shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.

- 13.5 The Licensee shall, at all times indemnify the MMMOCL against all claims and penalty/penalties which may be suffered by the MMMOCL or its employees by reason of any default on the part of the Licensee or its staff in due observance and performance of provision of:
- a. The Contract Labour Act (1970)
  - b. Minimum Wages Act 1948
  - c. Weekly Holidays Act 1942
  - d. National Holidays Act 1958
  - e. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
  - f. The Payment of Wages Act, 1936
  - g. Hours of employment Regulations
  - h. The Workmen's Compensation Act, 1923
  - i. The EPF Act
  - j. The Bonus Act
  - k. The ESI Act
  - l. The Gratuity Act
  - m. Equal remuneration act
  - n. Shop & Establishment Act
  - o. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
  - p. Any other Acts, Rules, Regulations and Statutes in force or to be passed by both the Union Government of India or State Government of Maharashtra or Local Authority.

#### **ARTICLE 14 - EVENTS OF DEFAULT/MATERIAL BREACH**

The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:

- (a) If the Licensee fails to start service within fifteen (15) working days from the Commencement Date as defined in Article 2.1 of this Master License Agreement.
- (b) If the Licensee fails to provide satisfactory services as under the License; or
- (c) If the Licensee fails to adhere to the Performance Levels as determined by MMMOCL at any time during the term of this Agreement; or
- (d) If the MMMOCL receives persistent complaints against the Licensee from passengers or otherwise; or
- (e) If the Licensee engages in corrupt or fraudulent practices in execution of services under the Agreement; or
- (f) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the MMMOCL from time to time; or
- (g) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the MMMOCL.

#### **ARTICLE 15 - PENALTIES**

- 15.1 Deficiencies will be classified as major deficiency and minor deficiency and accordingly fines/penalties will be imposed on the licensee in case of major deficiencies. The fines/penalties shall be decided at the appropriate level, however, GM (Operation and Safety) or Addl. GM (Operation and Safety) of MMMOCL shall have overriding power to decide the fine over and above the quantum of penalties in case of major deficiencies. In case of serious default or repeated failures, GM (Operation and Safety) or Addl. GM (Operation and Safety) of MMMOCL may use

his/her discretion for imposition and type of punitive fines/action which shall be binding on the Licensee.

- 15.2 As per penalty list as mentioned in penalties clauses of Tender document in Chapter VII.
- 15.3 These offences would be only indicative with respect to the subjective issues of Providing Services to MMMOCL. However, these offences as defined in this document would be over and above those which includes criminal offences, partnership disputes etc.
- 15.4 The penalty(ies) that may be levied by the MMMOCL on the Licensee in any of the instances mentioned in Article 13 above shall include but not limited to the following:
- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
  - (b) to annul the license and forthwith terminate the License Agreement; and/or
  - (c) debar the Licensee from participating in the future similar contract/license of the MMMOCL for a period of five (5) year.

#### ARTICLE 16 - TERMINATION

- 16.1 If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing four months' Notice for termination upon such confirmed events having taken place.
- 16.2 The parties agree that "*Material Breach for the Licensee shall also mean (other than those instances set forth in this Master License Agreement), the failure to maintain the Performance Levels*" and/or any misrepresentation or violation of the commitments set forth in this entire Master License Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non- achievement defeats the object and purpose of this Agreement.
- 16.3 MMMOCL shall also have, without prejudice to other rights and remedies, the right, in the event of "*Material Breach*" by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at their own "risk and cost" of the Licensee or in the manner MMMOCL deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the MMMOCL. The decision of the MMMOCL about the breach/failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.
- 16.4 MMMOCL, in case of material breach as defined in clause-16.2 may terminate this agreement without assigning any reason to the licensee by giving fourteen (14) days' notice in writing to the Licensee.
- 16.5 MMMOCL may terminate whole or any portion of the contract by giving three months' notice.
- 16.6 In the event that the Agreement is terminated, pursuant to Article 16.1, the effective date of termination shall be decided by MMMOCL. However, the effective date of termination shall not be more than 4 (four) months from the date of notice, as given in Article 16.1.
- 16.7 In the event the Agreement is terminated by the Licensee under Article 16.1, MMMOCL shall forfeit the License Fee and invoke the Security Deposit.
- 16.8 In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations.

- 16.9 In the event the Agreement is terminated after Commencement Date, then the Licensee acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by MMMOCL, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the Licensee agrees to provide services on the same terms as it were being provided during the tenure of this Master License Agreement. The forfeiture of Licensee Fee shall however, only be for the period for which the service has not been rendered by the Licensee proportionate to the license period.

#### **ARTICLE 17 - LAWS GOVERNING THE CONTRACT**

- 17.1. This contract shall be governed by the Laws of India for the time being in force.
- 17.2. Jurisdiction of Courts: - The Courts of the place from where the acceptance of tender has been issued shall above have jurisdiction to decide any dispute arising out of or in respect of the contract.

#### **ARTICLE 18 - DISPUTE RESOLUTION**

##### **18.1 Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the Purchaser and the Contractor agree to the sole jurisdiction of courts in Mumbai only.

##### **18.2 Suspension of Work on Account of Dispute resolution**

There should be no impact on the ongoing supply of manpower, services, material, equipment in case the matter is referred to Dispute resolution process.

#### **ARTICLE 19 - MISCELLANEOUS**

##### **19.1 Interpretation**

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Bid and the response of the Licensee to the Bid. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence: -

- (i) The Bid (tender documents)
- (ii) The Articles of this Agreement
- (iii) Licensee's response to the Bid
- (iv) The contents of the Appendix(s) to this Agreement

##### **19.2 Relation between the Parties**

The Parties to this Agreement are entering into this Master License Agreement an independent contractor, and this Agreement does not bestow either Party the right against the other, as partner or agent.

##### **19.3 Survival**

This Agreement along with the Bid and the response of the Licensee collectively constitute the full and complete arrangement between the Parties with respect to the subject matter hereof. The expiration or termination of this Master License Agreement for any reason will not release either Party from any liabilities or obligations set forth herein this Master License Agreement and such Articles (as applicable to the parties) will survive any termination of this Agreement.

**19.4 Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the Republic of India and the Courts at Mumbai shall have exclusive jurisdiction in all matters relating to this Master License Agreement.

**19.5 Amendments**

Any changes or modifications to this Agreement or its Appendix(s) can only be made by a written amendment mutually signed by the Parties.

**19.6 Waiver**

Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any of its rights under this Master License Agreement will not be construed to be a waiver thereof.

**19.7 Assignment**

This Master License Agreement is binding on the successors and permitted assigns of each party; however, neither party has the power to assign this Agreement without the prior written consent of the other party.

**19.8 Correspondence**

GM(O&S) or Addl. GM (O&S) or any nominated officer by Director (Operation) shall be nominated representative of MMMOCL for this contract. You are requested to contact him for further necessary action in this Master License Agreement.

**19.9 Notice**

All notices under this Master License Agreement by either party will be in writing and will be deemed to have been duly given if delivered by courier/registered AD Post. All notices under this Master License Agreement are to be addressed as under in the case of MMMOCL:

**GM (Operation and Safety) or,  
Addl. GM (Operation and Safety), MMMOCL  
3<sup>rd</sup> Floor, Maha Mumbai Metro Operation Corporation Limited,  
NaMTTRI Building, Adjoining New MMRDA Building,  
Bandra Kurla Complex, Bandra (E),  
Mumbai – 400051**

In the case of Licensee:  
Insert name of person & address]

Any change in the aforesaid addresses of either party shall be immediately informed to the other party by way of a notice as aforesaid.

**19.10 Force Majeure**

In the event of any unforeseen event directly interfering with the operation of Master License Agreement arising during the currency of this Agreement; such as war, insurrection, restraint

imposed by the Government, act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the MMMOCL with reasonable evidence thereof. In such event of force majeure, the conditions of the License will not be enforced by either party. Further, if mutually agreed by both parties, the tenure of this Master License Agreement may be further extended for the period during which license was not operational.

**19.11 Execution of the Agreement**

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of Rs. 500/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee only.

***IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE***

**MMMOCL****LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

IN WITNESS OF:

IN WITNESS OF:

1.

1.

2.

2.