

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

**BID DOCUMENTS**

**FOR**

**Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)**

**TENDER NO.**

**P1ADM-08/2021**

**March-2021**




**Maharashtra Metro Rail Corporation Limited  
101, The Orion,  
Opposite Don Bosco Youth Centre,  
Koregaon Park, Pune- 411001  
E-mail: [tenders.pmrp@mahametro.org](mailto:tenders.pmrp@mahametro.org)  
Website: [www.punemetrorail.org](http://www.punemetrorail.org)  
Telephone: 020-26051074**

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

	<p style="text-align: center;"><b>E-TENDER NOTICE</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b>  <b>Pune Metro Rail Project</b>          (A joint venture of Govt. of India &amp; Govt. of Maharashtra)  <b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001</b>          E-mail: <a href="mailto:mahametro.tenders@gmail.com">mahametro.tenders@gmail.com</a>          Website: <a href="http://www.punemetrorail.org">www.punemetrorail.org</a></p>
<p><b>Tender Notice No. P1ADM-08/2019</b> <span style="float: right;"><b>Date: 27 March 2021</b></span>  <b>Name of Work: -Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)</b>  <b>KEYDETAILS: -</b></p>	
Completion Period	<b>12 (Twelve) Calendar Months (Reckoned from the 7<sup>th</sup> Day from date of issue of LOA)</b>
Documents on sale	Documents can be downloaded from <b>16.00 hr on 27-03 -2021 to 16.00 HINR on 16-04-2021</b> from Maha-Metro's Web Site.
Cost of documents	INR 10,000.00/+ GST 18% Total INR 11,800.00 (INR Eleven Thousand Eight Hundred Rupees only) - non-refundable (inclusive applicable taxes) payable through e-payment by UPI/NEFT/RTGS as per procedure given in Annexure-2B
Last date of submission of queries in writing through e-mail from the bidder	<b>Up to 16.00 Hrs. 08-04-2021 through e-mail on ID: tenders.pmrp@mahametro.org</b>
Tender Security	<p><b>EXEMPTED AGAINST DECLARATION (FORM B-10)</b></p> <p>As per Circular No. F.9./4/2020-PPD Government of India, Ministry of Finance, Department of Expenditure dated 12 Nov 2020</p>
Date & Time of submission of Tender	Online submission up till <b>16.00 Hrs. on 16-04-2021</b> on Maha-Metro's e-tender portal.
Date & Time of Opening of Technical bid	<b>On 16-04-2021 at 16:30 Hours at 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.</b>
<p>1. Sale of document, e-payment procedure, submission and other details are available on Maha-Metro tender portal under section in e- tenders <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a></p> <p>2. To view this tender notice, interested Agencies may visit the Pune-Metro website "<a href="http://www.punemetrorail.org">www.punemetrorail.org</a>"</p> <p>3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>	

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

**SECTION -2**  
**INSTRUCTION TO BIDDER**

**GENERAL INSTRUCTIONS:**

- 2.1** Maharashtra Metro Rail Corporation Ltd. requires the services of a well-established reputed, experienced & registered firm/company/agency for providing “Services of Vehicle on hire basis” for the officials of MAHA-METRO.
- 2.2** E-tenders are invited from the agencies in single stage – two bid systems, for “**Hiring of Vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)**”. MAHA-METRO, here-in after is called “the Employer” for the Work in accordance with this Tender package.
- 2.3** The intending bidders must read the terms and conditions carefully and should only submit his/her tender if he/she considers himself/herself eligible and he/she is in possession of all the documents required. All bidding process and submission of bid shall be through online and no physical document is required to be submitted by the bidders
- 2.4** The complete Tender Document can only be obtained online after registration of tender on the website <https://mahametrorail.etenders.in> For further information in this regard bidders are advised to visit the above mentioned website.
- 2.5** The bid shall be processed & submitted through E-Tender portal of MAHA-METRO which URL is <https://mahametrorail.etenders.in>
- 2.6** The contract for the proposed work shall continue for a period of **12 (Twelve) Calendar Months (Reckoned from the 7<sup>th</sup> Day from date of issue of LOA)** The period of the contract may be further extended after completion of contract period on same Terms & Condition of original Contract Agreement, as per discretion of MAHA-METRO and if agreed by the successful bidder.
- 2.7** Past experience and satisfactory performance of similar work done during the last **02 years (preceding years reckoned from Date of NIT)** for the Departments of the Government of India/ Any State Government /Statutory Bodies/Autonomous Govt. Institutions/Govt. Universities/Public Sector Banks or Local Govt. Bodies /Municipalities/ PSUs/ Reputed Private

Companies (Listed in BSE or NSE). An experience certificate of such organizations must be enclosed with the offer of the bidder). The reputation /track record and experience of the bidder may be verified by MAHA-METRO. The detailed eligibility & Evaluation criteria have been mentioned in **Section-3 Eligibility & Evaluation Criteria**.

**2.8** The Service Provider shall submit an affidavit stating that the firm/ company is not / has not been black listed by Central/State Government/ any PSUs /Statutory Authority/Govt. Local Body/ World Bank etc. during last 02 years and such blacklisting is not effective on the date of bid submission.

**2.9** Validity of tenders shall be for a period of 60 days from the date of submission of Tenders

**2.10** MAHA-METRO reserves the right to cancel the bid process at any stage, accept or reject any or all proposals without assigning any reasons. The bidder shall not have any claim, whatsoever, against MAHA-METRO for rejection of his proposal. No claims towards the cost of bid document and expenses towards the preparation & submission of bid shall be admissible in above circumstances.

**2.11** Furnishing of any false information, false & forged experience certificate / documents with the bid, by bidders, which fails authenticity verification by MAHA-METRO, shall lead to disqualification from this tender process and any future tender of MAHA-METRO. Contract shall be terminated even after award of the contract, including forfeiture of Performance Guarantee.

**2.12** At any time, prior to the date of submission of bids, MAHA-METRO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify/ amend the tender documents by issuing in **Corrigendum**. Such amendments shall be notified by uploading at E-tender portal of MAHA-METRO. It is responsibility of bidder to visit the e-tender portal frequently to get updated modifications till completion of the process. Any such amendments shall be part of bid document/agreement and amendments will be binding on bidders.

**2.13** All submitted enclosures / documents by bidders must be numbered & the first page should be the Index of enclosure / documents clearly mentioning the name of the document & its page number. This index shall be uploaded as the first file in the technical section of E-

tender portal along with other enclosures as described in **Annexure 2A- Bid Data Sheet and Section-3 Eligibility & Evaluation Criteria.**

**2.14** Other information pertaining to the bidding process and ITB is provided in **Annexure 2A- Bid Data Sheet** which is also part of **Section 2-ITB.**

**2.15** Bidders are requested to use various formats provided in Section-6: Bidding Form & Contract Form to furnish various information& necessary statutory / legal documents required to be submitted with the bid.

**ANNEXURE-2A. BID DATA SHEET****A. INTRODUCTION**

1.	<p>The following terms, if used anywhere in the Bidding Documents shall have the meaning and interpretations as under:</p> <ul style="list-style-type: none"> <li>i. 'Tender(s)' and 'Bid(s)' are synonymous</li> <li>ii. 'Tenderer(s)' and 'Bidder(s)' are synonymous</li> <li>iii. 'Employer's Requirements' and 'Work Requirements' and Scope of the work are synonymous</li> <li>iv. <b>"Affiliate(s)"</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor.</li> <li>v. <b>"Applicable law"</b> means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the <b>Data Sheet</b>, as they may be issued and in force from time to time.</li> <li>vi. <b>"Bidder" or "Tenderer"</b> means "Contractor" who is intended to participate in submission of RFP for this work.</li> <li>vii. <b>"Base Date"</b> 28 days prior to the date of last date of submission of Bid</li> <li>viii. <b>"Client"</b> means the implementing agency that signs the Contract for the Services with the selected Contractor i.e. Maharashtra Metro Rail Corporation Limited</li> <li>ix. <b>"Contractor" / "Service Provider"</b> means a legally-established professional firm or an entity that may provide or provides the Services to the Client after entering in to Contract with client.</li> <li>x. <b>"Consultant"</b> means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</li> <li>xi. <b>"COD / ROD"</b> Commercial/ Revenue operation Date</li> <li>xii. <b>"Contract"</b> means a legally binding written agreement signed between the Client and the Contractor. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li> </ul>
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	<p>xiii. <b>“Data Sheet”</b> means an integral part of the Instructions to Contractors (ITC) Section-2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>xiv. <b>“Day”</b> means a calendar day of English Calendar.</p> <p>xv. <b>“Experts”</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor, Sub-Contractor or Joint Venture member(s).</p> <p>xvi. <b>“Government”</b> means the government of the Client’s country.</p> <p>xvii. <b>“Joint Venture (JV)”</b> means an association with or without a legal personality distinct from that of its members, of more than one Contractor where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (NOT APPLICABLE)</p> <p>xviii. <b>“Key Expert(s)”</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Contractor’s proposal.</p> <p>xix. <b>“ITC”</b> (this Section 1 of the RFP) means the Instructions to Contractors that provide the shortlisted Contractors with all information they need to prepare their Proposals.</p> <p>xx. <b>“LOI”/LOA:</b> means the Letter of Intent / Letter of Award being sent by the Client to the finally selected Contractors</p> <p>xxi. <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Contractor or its Sub-Contractor and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>xxii. <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Contractor.</p>
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	<p>xxiii. <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Contractors, based on the SRFP.</p> <p>xxiv. <b>“Services”</b> means the work to be performed by the Contractor pursuant to the Contract Agreement.</p> <p>xxv. <b>“Sub-Contractor/ Sub-Consultant”</b> means an entity to whom the Contractor intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>xxvi. <b>“Service provider”</b> means, the successful bidder legally binds under Contract Agreement for providing the proposed services.</p> <p>xxvii. <b>“SRFP”</b> means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.</p> <p>xxviii. <b>“TORs” / Scope of the work</b> means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Contractor, and expected results and deliverables of the assignment.</p>
<b>2.</b>	Name of the work: <b>Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)</b>
<b>3.</b>	National Competitive Bid (NCB) The number of the Invitation for Bids is: <b>P1ADM-08/2021</b>
<b>4.</b>	The language of the bid is: <b>English</b>  All correspondence/ exchange shall be in the <b>English language</b> .  Language for translation of supporting documents and printed literature is English certified by a licensee translator.
<b>5.</b>	The <b>bid validity</b> period shall be <b>60 days</b> from the closing date of online submission of bid on E-Tender Portal of Maha –Metro.
<b>6.</b>	The accepted and awarded bid price shall not be adjusted /modified /varied in event of delay of award or under any change in market condition thereafter.
<b>7.</b>	The currency of the Bid & bill of work done shall be <b>Indian National Rupees (INR)</b>
<b>8.</b>	The Employer is: <b><u>Maharashtra Metro Rail Corporation Ltd. (MAHA-METRO)</u></b>

<b>9.</b>	The successful Bidder has to establish its <b>Office at Pune</b> if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Bill of Quantities and no separate / extra / additional payment will be made on this account.
<b>10.</b>	<p><b>Source of Fund for the project:</b></p> <p>The name of the Employer is: <u><b>Maharashtra Metro Rail Corporation Ltd.</b></u></p> <p>Funding for the proposed work: <u><b>Equity of GoI and GoM</b></u></p> <p>Name of the project: <u><b>Pune Metro Rail Project.</b></u></p>
<b>11.</b>	Maximum number of members in the JV/Consortium shall be: - <b>No JV/Consortium is permitted in this bid</b>
<b>12.</b>	This Bidding Process is in <b>single stage two-packet system through e-tender portal of MAHA-METRO</b> & open to all eligible bidders as per qualification criteria mentioned under <b>Section-3</b> . Unless otherwise approved by the Employer, the Bids for this Contract will be considered only from those companies / firm, that pass the Eligibility Criteria under Section -3 based on submissions with the Bid.
<b>13.</b>	<b>The bid shall be evaluated as per criteria described in Section-3</b>
<b>14.</b>	<p>The bidders must not have been banned or blacklisted or debarred or in exclusion list by any Central / State government department/PSU/Local Govt. Body, as on the date of Bid submission. The Bidder should submit undertaking to this effect.</p> <p>Simultaneously the bidder should not be listed in exclusion list of <b>World Bank</b>. The Bidder should submit undertaking to this effect.</p>
<b>15.</b>	<p>(a) Every Bidder is required to sign the bid by authorized signatory, inter alia, to sign and submit the Bid. (Where ever physical signature is required)</p> <p>(b) <b>In case the bidder is proprietorship firm the owner of the bidding firm / company may sign all the documents himself along with an Undertaking stating that it is proprietorship firm and signatory is the owner of the firm.</b></p> <p>(c) The <b>bidding entity (Proprietorship, Partnership, Private Limited, Public Limited, PSU, as the case may be)</b> may sign the bid through a legal <b>Power of Attorney (POA)</b> duly signed and stamped, authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney provided in <b>Section-6: Bidding &amp; Contract Forms</b>.</p>

	(d) The mode of execution of the power of attorney should be in accordance with the procedure and the applicable law and the charter documents of Govt. Of Maharashtra and it is so required the same should be under common seal of executant affixed in accordance with the required procedure. This power of attorney should be registered at appropriate statutory authority in the jurisdiction & as per that law of the country, where the Power of Attorney is being issued and easily verifiable.
<b>16.</b>	The Bidder shall submit with the Bid full details of its ownership and control, full details of firm/company/ownership. The required information should be submitted as per Section-7 Forms
<b>17.</b>	Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.
<b>18.</b>	<p><b>The bidding document consist the following:</b></p> <p>The Bidding Documents consist of, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 2.12.</p> <p><b>Section -1. Notice Inviting Tender (NIT)</b></p> <p><b>Section- 2. Instructions to Bidders (ITB)</b></p> <p><b>Annexure-2A. Bid Data Sheet (BDS)</b></p> <p><b>Annexure-2B. Tool Kit of e-tender</b></p> <p><b>Section- 3. Eligibility &amp; Evaluation Criteria</b></p> <p><b>Section- 4. Scope of Work</b></p> <p><b>Section-5. Condition of Contract</b></p> <p><b>Annexure-5-A. Corrupt and Fraudulent Practices</b></p> <p><b>Section -6. Bidding &amp; Contract Forms</b></p> <p><b>Section -7. List of Document to be attached.</b></p> <p><b>Section-8 Financial Bid</b></p>

19.	Unless obtained directly by the bidder concerned from the Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available / uploaded by employer on E-Tender portal of MAHA-METRO shall prevail.
20.	Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.
21.	The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents as uploaded on the E-tender portal of MAHA-METRO.
22.	The document including the Bid Documents and all annexed documents provided by MAHA-METRO are and shall remain or becomes the property of MAHA-METRO and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply <i>mutatis mutandis</i> to the Bids and all other documents submitted by the Bidders, and MAHA-METRO will not return to the Bidders any Bid, document or any information provided along therewith.
23.	<p><u>Employer's Address is:</u></p> <p><b>MAHARASHTRA METRO RAIL CORPORATION LTD.</b></p> <p><b>(Pune Metro Rail Project)</b></p> <p><b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001</b></p> <p><b>(INDIA)</b></p> <p>E-mail address: <b><u>tenders.pmrp@mahametro.org</u></b></p> <p>Web page: <b><u>www.punemetrorail.org</u></b></p>
24.	All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <b><u>https://mahametrorail.etenders.in</u></b> for any update/ addendum/ corrigendum/ any other correspondence by the Employer.

<b>25.</b>	<p>Bidder may send any queries pertaining to this tender up to <b>16.00 hrs, Dt.08-04-2021</b> by e-mail at <b><u>tenderspmrp@mahametro.org</u></b></p> <p>Any queries received after the above date &amp; time shall not be taken in to consideration for reply</p>
<b>26.</b>	<p>The Bidder shall, on or before the date given in NIT, submit his Bid online at <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a> and follow the procedure and steps of E-Tender portal of MAHA-METRO. Details have been given in <b>E-Toolkit</b> given in <b>Annexure-2B</b></p> <p>Cost of the bid document: INR 10,000/ + GST 18% Total Amount – INR 11,800/- (Eleven Thousand Eight Hundred Rupees Only) – non-refundable (inclusive applicable taxes) payable through e-payment by UPI/NEFT/RTGS, as per procedures given in e-tender portal and toolkit of E-Tender-Annexure 2B</p> <p>I. <b>Technical Package:</b> To be submitted at appropriate place i.e. Technical Section on e-tender portal.</p> <p>II. <b>Financial Package:</b> Financial bid form to be duly filled up directly in the Commercial Section on e-tender portal and nowhere else.</p> <p><b>Bidder should ensure that the none of the part of Financial Bid should be uploaded in anywhere in the technical section, if the bidder does so then his bid will be rejected outright.</b></p>
<b>27.</b>	Alternative bids shall <b>not be permitted</b>
<b>28.</b>	<b>Time of Completion: - 12 (Twelve) Calendar Months (Reckoned from the 7<sup>th</sup> Day from date of issue of LOA)</b>
<b>29.</b>	No discounts are allowed and also not to be quoted by the bidder in the Letter of Bid and in the Schedules.
<b>30.</b>	<b>GST, &amp; Other Taxes (If Any) upon Service:</b> - Applicable as per Government of India & Govt. of Maharashtra rules & acts.
<b>31.</b>	<p><b>The deadline for bid submission is:</b></p> <p><b>Date: 16-04-2021</b></p> <p><b>Time: 16:00 hrs.</b></p>

	<p>The Bidder shall, on or before the date and time given in the Notice inviting Bid or as may have been amended from time to time, upload his Bid on e-tendering portal <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a>. Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure -2B.</p> <p>The Bidders shall furnish the information strictly as per the formats given in the Bid documents without any ambiguity. MAHA-METRO shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.</p> <p>In case of support or help required during online submission or difficulty encountered, bidder may seek any assistance, if required, regarding submission of tender through E-Tender portal, contacting</p> <p><b>Mr. Prashant Jadhav (Tender Support Executive): 8879976221</b></p> <p><b>Mr. Sachin Hattali, (Tender Support Executive): 9167969611</b></p> <p>Or may visit e- tenders' portal <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a>.</p> <p>Any queries may be submitted in writing through e-mail on mail ID: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a> prior to the date &amp; time mentioned in NIT</p>
<b>32.</b>	<p>The bid opening shall take place at office of:</p> <p><b>MAHARASHTRA METRO RAIL CORPORATION LTD.</b></p> <p><b>(Pune Metro Rail Project)</b></p> <p><b>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune-411001.</b></p> <p><b>Date: 16-04-2021</b></p> <p><b>Time: 16:30 hrs</b></p> <p>The bidders have option only to submit their bids electronically, the electronic bid opening procedure shall be as under: -</p> <p><b><u>The Technical Section / Packages of Online Submitted Bids shall be opened/downloaded by the opening committee on due date and time of Bid opening.</u></b></p> <p>No minimum number of bids are required in order to proceed to bid opening. Its discretion of MAHA-METRO to proceed or not to proceed with opening of bid in</p>

	<p>the event that only single bid is received. The bidder shall not have any claim or right regarding the above.</p> <p>The Bid Security (if any) will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Section / Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.</p> <p>After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Section of bid of technically successful bidder shall be opened. The date &amp; time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>
<b>33.</b>	<p>The successful Bidder will have to deposit a <b>Performance Security @ 3% (Three Percent)</b> of the awarded value of the work within <b>15 days</b> of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of <b>Bank Guarantee of Scheduled Commercial Bank</b>, having business office in India and drawn in favor of <b>“Maharashtra Metro Rail Corporation Ltd.”</b>. The performance security should remain valid for a period of <b>180 days</b> beyond the date of completion of all the contractual obligations and Defect Liability Period if any. (<i>Performance Security reduced to 3% from 10% as per Office Memorandum issued by the Govt. of India, Ministry of Housing &amp; Urban Affairs vide letter no. K-14011/03/2020-MRTS-Coord dated 18.11.2020 and Ministry of Finance Department of expenditure and Procurement policy division, dated 12.11.2020</i>)</p>

34.	<p><b><u>E-Tender Submission</u></b></p> <p><b><u>Technical Package</u></b></p> <p>The Bidder shall submit/ upload (through digital signature on e-tender portal of MAHA-METRO) in the “Technical Package” / “Technical Section”.</p> <ul style="list-style-type: none"> <li><i>i. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read &amp; examine the document &amp; process carefully.</i></li> <li><b>ii. For submission of Tender Document and Corrigendum, a Tick (v) submission Process has been enabled in Technical Section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents &amp; corrigendum / Addendums and its clauses. By clicking on the tick (v) the bid documents &amp; corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.</b></li> <li><b>iii. If the bidder has completed the submission process of his bid before due date &amp; time of submission and in the meantime employer issue a corrigendum, in this circumstance the bidder has to re-submit his bid by “clicking tick (v)” to the newly added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly &amp; re-submit it prior to final date &amp; time of submission of bid.</b></li> <li><i>iv. Physical Sign &amp; seal of bidder on each page of Bid Documents available online is not required.</i></li> <li><i>v. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Envelope/Section” of E-Tender Portal.</i></li> <li><b>vi. Physical Sign &amp; seal of bidder on each page of Bid Documents available online is not required.</b></li> </ul>
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	<p>vii. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelope of E-Tender Portal.</p> <p>viii. Each entity of Technical Section / Technical Envelope has a capacity to upload a document of 10 MB.</p> <p>ix. If any enclosure is more than 10 MB, it may be split by bidder to the size of 10 MB or less &amp; proceed further for up loading in Technical Section / Technical Envelope.</p> <p>x. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in “Additional Document” section of “Technical Envelope/ Technical Section” of E-Tender Portal.</p> <p>xi. No information pertaining to “Financial Bid” shall be uploaded or disclosed anywhere in “Technical Bid” Technical Section/ Technical Envelope of E-Tender Portal.</p> <p>xii. All uploaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be “Index of Enclosures”</p>
35.	Any addendum/corrigendum/modifications as well as clarification thus issued by MAHA-METRO prior to submission of bid shall be a part of the Tender documents and binding upon the bidders It will be assumed that the information contained in such amendments will have been considered by the Bidder in it tendered offer.
36.	The prices quoted and accepted will be binding on the Bidder and valid for the contract period and further extension from the date of issue of LOA and in no case any variations whatsoever will be considered or paid to the successful bidders
37.	Deleted
38.	<p><b><u>The EMD shall be forfeited if:</u></b> (if any)</p> <p>a) Submission of false information and forged documents in support of eligibility criteria and evaluation criteria.</p> <p>b) Bidder fails to accept the Letter of Acceptance.</p>

	<p>c) If a Bidder withdraws its tender during the period of bid validity as specified in the Tender</p> <p>d) In case of successful bidder, if the successful bidder fails to submit the performance guarantee in 15 days (as per Sr. No. 33) and fails to sign or refuses to sign the contract agreement.</p>
<b>39.</b>	<p><b>Submission of Fake &amp; forged document</b></p> <p>i. If bidder furnishes false information, fake&amp; forged experience certificate or any documents with the bid, which fails in authenticity verification by MAHA-METRO, shall lead to disqualification from the tender process and forfeitures of Bid Security/EMD and termination of contract even after award of the contract, including forfeiture of Performance Guarantee. Such bidder may be debarred from participation in the future bid of MAHA-METRO</p> <p>ii. Submission of inconsistent or misleading information, shall lead to rejection of Bid &amp; forfeiture of EMD / Bid Security.</p>
<b>40.</b>	<p><b>Tampered/ altered/ fabricated or concealed information</b></p> <p>All submitted work certificate, documents shall be exact certified copy of original, without any change/alteration/correction/concealment/forging/Tampering/fabrication. Any document pertains to bidders' eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be considered in support of eligibility, evaluation or whatsoever mentioned in tender document.</p>
<b>41.</b>	<p><b>(a) Bidders may submit their queries/suggestions/alteration/assumption through E-Mail (tenderspmrp@mahametro.org) only. Such queries &amp; suggestion shall be replied by MAHA-METRO as a Corrigendum &amp; shall be part of bid documents &amp; contract agreement thereafter.</b></p> <p><b>(b) Merely submitting the queries/suggestion/alteration by bidders to MAHA-METRO shall not be understood that it is a part or replacement of clauses of contract documents. MAHA-METRO reserve the right to accept or reject such suggestion/alterations/queries. Any acceptance of such suggestion by MAHA-METRO shall be published on E-Tender Portal of MAHA-METRO in form of Corrigendum &amp; shall be part of Contract Document &amp; Contract Agreement thereafter.</b></p>

	<p>(c) Bidder shall submit his bid unconditional. No change/alteration in tender conditions/suggestion sheet/assumption/exclusion or change in any text of bid document is allowed by bidders Bid enclosed with any of the above shall be treated as conditional bid &amp; such bids shall be rejected out rightly.</p>
42.	<p><b><u>Right to Change/ postponement /defer/cancellation/ Withdrawal of bid &amp; bidding procedure by MAHA-METRO.</u></b></p> <p>i. MAHA-METRO (Employer) reserve the right to postpone / defer / cancel or recall/ withdraw the entire bidding procedure at any stage without assigning any reason. Such changes shall be notified in form of <b>Corrigendum</b> published on E-Tender portal of MAHA-METRO. In this circumstance, the bidders shall not have any claim towards the cost &amp; expenditure incurred by bidders for preparation of bid &amp; bid document cost.</p> <p>ii. In event of cancellation /Discharge of bidding procedure or withdrawal/recall of bid by MAHA-METRO, submitted EMD by bidder, as per actual amount and in the similar form shall be returned to bidder. No interest shall be payable to the bidder in this circumstance.</p>
43.	<p>The tender and contract shall be governed by Indian Contract Act 1996 and its further amendments from time to time. Jurisdiction of Court, in case of any dispute shall be Hon'ble High Court of Bombay, Mumbai Bench.</p>

**ANNEXURE- 2B****(Tool Kit for using E-Tender Portal of MAHA-METRO)****TENDERING PROCEDURE****A] Tender Forms.**

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

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

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

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

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

**ii. Obtaining a Digital Certificate:**

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during

the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

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

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

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

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

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

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

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

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

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

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

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

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

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

**i. Preparation of online Briefcase:**

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

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a

single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

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

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

The Contractors can view the Detailed **Tender Notice (NIT)** along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA-METRO and **Eligibility Criteria (EQ)** on the home page of MAHA-METRO e-Tendering Portal on <https://mahametrorail.etenders.in> under the section Online Tenders Viewing & downloading the **NIT & EQ** is free of cost.

**iii. Download of Tender Documents:**

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by UPI/NEFT/RTGS. After paying the cost of the document, bidder may download the complete bid documents. The Bidders shall enclose along with the bid a receipt towards the payment of tender documents. The payment towards cost of tender document shall be made to the following account of PMRP, Maha-Metro:

1. Account Number: 39212708855
2. IFSC Code: SBIN0000454
3. UPI ID: ptfemd@sbi (QR code Attached as Annexure A)

It is mandatory for the bidders to attach a proof of payment towards the cost of tender documents for the bid to be considered as responsive.

**iv. Online Submission of Bid:**

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. *Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.*

- c. **For submission of Tender Document and Corrigendum, Tick (v) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (v) the bid documents & corrigendum /addendum shall automatically be attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
- d. **If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.**
- e. *Physical Sign & seal of bidder on each page of Bid Documents available online is not required.*
- f. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.
- g. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 MB only at each entity.
- h. If bidders are desirous to upload a file more than 10MB size, he shall split the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or **“Additional Document”** section of **“Technical Envelope/section”** of E-Tender Portal.

**Note: -**

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

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

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



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

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

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

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

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

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

**Terms and Conditions for Online-Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E-Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

**Privacy Policy:**

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

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

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

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings. General

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

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and

Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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

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

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

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

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

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

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

**Miscellaneous Conditions:**

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

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

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

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

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

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information**

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

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

**SECTION - 3**  
**ELIGIBILITY & EVALUATION CRITERIA**

**3.1 General Descriptions: -**

1. The tenders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
2. Bidders shall not have a conflict of interest. The bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:
  - (a) Submit more than one tender for the work.
  - (b) If bidders in two different tenders have controlling shareholders in common.
  - (c) If bidders have common partner/s
  - (d) If bidders having any family relation with the any employee of MAHA-METRO.
3. A firm, who has purchased the tender document in their name, can submit the tender as an individual firm only. **Tender from Joint Ventures/Consortiums of firms is not allowed.**
4. The eligible bidder shall be an Indian Company/firm having experience of providing Vehicle Hiring Service for the Departments of the Government of India/ Any State Government /Statutory Bodies/Autonomous Govt. Institutions/Govt. Universities/Public Sector Banks or Local Govt. Bodies /Municipalities/ PSUs / Listed Private Companies in BSE/NSE, since last five years (**preceding years reckoned from Date of NIT**).
5. The Bidder must not have been blacklisted or deregistered by any central/state government department or public sector undertaking of Govt. of India & State Government during last **5 years** and such black listing is not in force on the date of submission of bid.



### 3.2 Minimum Eligibility Criteria:

1. **Experience:** - The bidder will be qualified only if they have experience as during last **Two (02) years** preceding from **31<sup>st</sup> December- 2020**

(a) At least **01 (One)** completed **Similar Work\*\*\*** for an amount not less than **51 lakhs.**

(or)

(b) At least **02 (Two)** completed **Similar Work\*\*\*** for an amount not less than **32 lakhs**  
(Collectively)

(or)

(c) At least **03 (Three)** completed **Similar Work\*\*\*** for an amount not less than **26 lakhs** (Collectively)

**Notes: -**

- i. **Work completion certificate of Client /Employer, certifying the completion of work and stating the total paid amount under the contract is required to be enclosed in support of above experience criteria.**
  - ii. **Enclosing of copy of Work Order / LOA / Contract agreement shall not be treated as Work Experience certificate.**
  - iii. **Similar Work\*\*\*: - “Providing services of Vehicles (Taxies) on Hire Basis” for the Departments of the Government of India/ Any State Government /Statutory Bodies/ Autonomous Govt. Institutions/ Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs / Private Company (Listed in BSE or NSE during last **Two (02) years** reckoned from **31<sup>st</sup>December- 2020****
2. **Financial Criteria:** The bidders will be qualified only if their average annual turnover for **last three (03) audited financial years** for **FY 2017-18, FY 2018-19 and FY 2019-2020** from **(Similar Work\*\*\*)** is not less than **INR 1.25 (One Crore Twenty-Five Lakhs).**
- a. **(Audited Balance Sheet of annual turnover along with Summary of annual turnover Certified by Statutory Auditor is to be enclosed by bidder)**
  - b. In case audited balance sheet for FY 2019-2020 is not available, provisional balance sheet duly certified by Statutory Auditor may be provide.
3. **Assets Criteria:** The bidder must have minimum **04 (Four)** numbers of passenger vehicle (SUV or Sedan only), not older than January -2018, registered as a TAXI in the name of Bidder at Regional Transport Office (RTO) of any District of Maharashtra.

4. **GST Registration**: - The bidder must have a valid GST registration under the relevant act. Bidder has to submit self-attested copy of the certificate of registration under GST Act
5. **Income Tax Registration**- The bidder must have a valid Income tax registration under the relevant act. Bidder has to submit self-attested copy of the PAN card.
6. **Statutory Registration**: Registration under Shop Act License certificate or Certificate of Incorporation in Company Actor Statutory Registration of firms as per act & norms of Govt. Of Maharashtra / (As the case may be)
7. **Registered Office**: -Bidder should have Registered Office in any District in the state of Maharashtra from last 02 (Two) years from the date of issue of this NIT and **Principal place of business in Pune District**. In support of above, bidder shall enclose the following documents.
  - a) Registration under Shop Act License certificate/Certificate of Incorporation in Company Act/ Statutory Registration bearing the address of registered office in any District of Maharashtra State 3 years prior to date of issue of NIT.
  - b) Electricity bill/Land line telephone bill / Water bill/ Municipal tax receipt/ Property Tax receipt/Lease Rent Agreement bearing the address of **Principal Place of Business in Pune District** from last 02 (Two) years, either in the name of bidding firm /company or in the name of or owner of bidding firm (in case Proprietor Ship firm)

**Technical Evaluation: -**

- (i) The Bid submitted without the documentary proof of minimum eligibility criteria as stated above at Cl. No. 3.2 (1, 2, 3, 4, 5, 6, 7) shall not be considered for Technical & Financial Evaluation.
- (ii) Bidders who fully meet the above eligibility criteria shall be treated as technically qualified. Financial bid of only bidders who meet to above minimum eligibility criteria shall be opened and evaluated further.

**Financial Evaluation: -**

- (a) Financial Bid of only technical qualified bidders as per above shall be opened.
- (b) Amount quoted by bidder, under Schedule - A shall be compared separately & L-1 for respective schedule i.e. for Monthly basis of financial bid shall be evaluated separately.

- (c) Amount quoted by bidder, under Schedule – B & C shall be compared collectively & L-1 for respective schedule i.e. daily basis and out-station duty financial bids shall be evaluated together.
- (d) The Award of work shall be issued to lowest (L-1) bidder separately for Schedule-A & for financial bids of Schedule-B (Daily basis) & C (Out-station) collectively.

**Special Notes:**

- (i) **Certificate issued by any Individual/ Private firm or Proprietorship Firms / Private Educational institutions / Private University/ Private Limited Companies /Private Corporates/Company not listed in NSE or BSE shall not be considered for evaluation.**
- (ii) **The enclosed certificate shall be exclusively for “Vehicle (Taxi) Hiring services”. Any fabricated, derived or vague experience certificate shall not be considered for evaluation.**
- (iii) **All submitted work certificate, documents shall be exact certified copy of original, without any change / alteration / correction / concealment / forging / Tampering / fabrication. Any document pertains to bidder’s eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.**
- (iv) **The Bidder shall submit summary of (Similar Work\*\*\*) in the Form given in Section-7 along with documentary proof such as client’s certificates as mentioned in clause no.3.2.1 above.**
- (v) **Summary of Financial data for last three audited financial years (FY 2017-18 and FY 2018-19 and FY 2019-2020,) required to be submitted by the Bidder and certified by Chartered Accountant with his stamp and signature (Audited Balance Sheet of annual turnover along with Summary of annual turnover Certified by CA, required to be enclosed with the bid)**
- (vi) **No JV/Consortium is permitted to participate in this bid. Subletting / Sub-contracting of entire work is also not permitted.**

**SECTION- 4****SCOPE OF WORK****4.1 GENERAL**

MAHA-METRO has its head quarter located in **101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.** MAHA-METRO desires to hire vehicles (Taxies) on monthly & daily basis for use of its officials. To meet this requirement an Agency/Firm/Company for providing the above stated services required to be associated under contract agreement. This service contract shall be for a **period of 12 (Twelve) Months effective from the (Reckoned from the 7<sup>th</sup> Day from date of issue of LOA)**

**4.2 LOCATION OF SERVICES**

Normally, the successful bidder shall have to provide the transport services (AC or Non-AC vehicle as mentioned in Section-9 –Financial Bid) in the Municipal Limit of Pune City & Municipal Limit of Pimpri-Chinchwad area, but in event of requirement the service of vehicle may be used in entire state of Maharashtra.

**4.3 TIMING & DURATION OF SERVICES****(For Vehicle on Monthly Basis)**

Normal reporting time for vehicle hired on monthly basis shall be 9 AM every day and working hours shall be 10 Hours/Day but in exceptional case the working hours of vehicle may be extended as per need & the vehicle may require to report early also as desired by controlling officer. The vehicle deployed with any official shall not deny to work for the extended period or early reporting. The additional hours shall be paid suitably as per accepted rate in **Section – 8 (Financial Bid)**. At the time of reporting of vehicle, it should be well prepared in all respect, neat & clean and fueled adequately. As the requirement of vehicle on monthly basis may vary, hence controlling officer of MAHA-METRO shall inform service provider about the exact number of vehicles required by a separate letter time to time.

**(For Vehicle on daily Basis)**

The requirement of vehicle on daily basis shall be informed to service provider 06 Hours before in normal condition but in case of urgent requirement it may be at shorter notice also. The place & time of reporting & duration of services shall be informed to service provider time to time.

The requirement of these vehicles is on working days of Maha-Metro but in case of requirement it may be called on holidays also.

**(For Vehicle on Outstation Duty)**

The requirement of vehicle on outstation duty shall be informed to service provider 06 Hours before in normal condition but in case of urgent requirement it may be at shorter notice also. The place & time of reporting & duration of services shall be informed to service provider time to time.

The requirement of these vehicles is on working days of Maha-Metro but in case of requirement it may be called on holidays also.

**4.4 AGE & FITNESS OF THE VEHICLE & OTHER REQUIREMENT**

The deployed vehicle shall not be older than January-2018, mechanically fit. The vehicle should be equipped with all required safety equipment, stepony, fire extinguisher, Tool Kits, First aid box, Torch, Mobile Charger, Audio System. The driver shall always carry a mobile phone to communicate with the officers of MAHA-METRO. Such facility shall be provided by service provider at his own cost.

The vehicle to be deployed should be washed daily & interiors should be wiped & sprayed with fragrances. No foul smell should emit from the interior

**4.5 OPERATIONAL CHARGES**

All operational charges, Fuel & Lube, consumables, maintenance charges, repair of punctures, taxes, penalties, insurance, road taxes wages of driver shall be borne & arranged by service provider. The service provider shall ensure that the driver should always have minimum **INR 2,000/** (Two Thousand Rupees) in cash with him to meet any incidentals or urgent expenses on duty.

**4.6 DRIVER'S ETIQUETTE & OTHER REQUIREMENT**

- a) Drivers deployed with the vehicle should be trained, disciplined, well behaved, poses good etiquette & social behavior. It is compulsory to wear a neat uniform for all drivers deployed with MAHA-METRO. Each driver shall wear an identity card with all required particulars like name, address, photo, age, blood group, emergency contact numbers etc. Service provider shall ensure the above at his own cost.
- b) Under this contract, it is obligatory to adopt all necessary preventive measures/ guidelines, etiquettes and steps to contain the co-vid pandemic or any other natural disaster; it is also mandatory to strictly follow the directives / advisories/ guidelines/ SOPs issued by the Central/State govts. & other ministries time to time. The quoted

amount is all-inclusive of above compliance cost and no additional payments shall be admissible on the grounds of above expenditure to operate this contract.

#### **4.7 LEGAL & STATUTORY REQUIREMENT**

Prior to deployment of vehicle, the service provider shall arrange all legal & statutory documents pertain to the deployed vehicle at his own cost. Following documents shall accompany the vehicle in original.

- a) Valid Registration of vehicle in appropriate class (Taxi)
- b) Insurance of vehicle, driver and passengers & third-party loss
- c) Fitness Certificate (If required)
- d) PUC certificate.
- e) Valid driving license of driver in appropriate category.
- f) Necessary permit / Road tax etc.
- g) Any other Documents required as per local law of Govt. of Maharashtra State.

The above documents shall be obtained by service provider at his own cost and the cost incurred shall be deemed to inclusive in costed hire charges by service provider.

#### **4.8 PARKING CHARGES, TOLL TAXES, ENTRY TAXES**

All parking charges, toll taxes, entry taxes during on duty running of vehicle shall be paid by service provider initially and it will be reimbursed by MAHA-METRO on production of receipts along with monthly bill.

#### **4.9 FINE / PENALTIES BY STATUTORY AUTHORITY**

Any fine or penalties imposed by statutory authority / law enforcing authority due to rash driving of vehicle, not obeying traffic rules by driver, disobeying/ misbehaving with police or law enforcing authority, wrong parking, parking in No Parking Zone, Honking, inadequate documents with vehicle shall be borne by service provider.

#### **4.10 BREAK DOWN SERVICES**

Though the deployed vehicle should be technically fit in all respect, but in case of any breakdown due to accident/mechanical failure/unforeseen reason the service provider shall arrange the towing of vehicle to the workshop, necessary repairing at his own cost. A suitable & equivalent replacement shall be provided by service provider within 2 (Two) hours

#### **4.11 MEASUREMENT, RECORDING OF TIME & DISTANCE**

Each vehicle shall accompany a LOG BOOK. Its duty of driver to enter the time of reporting at the office of MAHA-METRO or at the place of reporting as decided by Officers of Maha-Metro. Following provision shall apply in this regard.

- (a) The travelled distance shall be measured by an untampered, sealed & calibrated odometer fitted with the vehicle. The service provider shall ensure the correctness of odometer and durational calibration shall be carried out by service provider. Maha-Metro may ask to produce such calibration certificate as per his desecration.
- (b) Each day's reporting time, place visited and initial & final reading of odometer shall be entered in LOG BOOK by driver & get verified by user Official of MAHA-METRO.
- (c) Additional 04 (Four) Kilometer payable distance each for to & fro journey from night parking yard/garage of vehicle to place of reporting shall be added to net travelled distance of the day. This provision is applicable for the vehicle on monthly hiring basis & daily hiring basis within the municipal limit of PMC & PCMC.

#### **4.12 OUT STATION JOURNEY (OUT OF CITY OF PUNE)**

The vehicle hired on monthly or daily basis may be used for out station journey (**Out of City of Pune & Pimpri-Chinchwad**) in case of requirement. In event of outstation journey the driver should have sufficient money to meet the fuel / minor repairing /puncture repair/ breakdown expenses. Out station journey plan shall be intimated to service provider sufficiently before the time of start as mentioned in clause 5.3 above.

If night stay is required in event of outstation journey, accommodation for driver shall be provided by Maha-Metro in dormitory class up to **INR 500/per night**. No Food allowances shall be provided by Maha-Metro.

#### **4.13 PERIODICAL MAINTENANCE**

The service provider shall arrange periodical maintenance of vehicle as per manufacturer's recommendations for the vehicle put in services of Maha-Metro at his own cost. Maha-Metro shall not bear / reimburse any such expenses.

The detail of periodical maintenance done shall be recorded by service provider in Vehicle Maintenance Log Book.

Regular in section of the vehicles will be done by the service provider. In the event of non-satisfaction of the user official of MAHA-METRO, either due to driver or performance of vehicle as the case maybe, the service provider shall provide a suitable replacement immediately.

**4.14 TRAINING OF DRIVERS**

- (a) The drivers deployed with the vehicle should be adequately trained with basic official etiquettes & must be familiar with all traffic norms/rules. They should also pose basic technical knowledge of automobiles and capable to handle minor technical issues associated with vehicle. It's the responsibility of service provider to train the drivers & arrange a refreshing training time to time.
- (b) The Drivers deployed should be well aware of the city locations and comfortable in usage of google map.

**4.15 TENTATIVE QUANTITY OF DEPLOYMENT OF VEHICLE****SCHEDULE –A (Monthly Hiring)- To be hired for Monthly Basis**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBER OF VEHICLE/MONTH	NOS OF MONTHS HIRING FOR
1		3	4	5	6
	Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc.) & other incidental charges inclusive as described in tender document.				
1.	Swift desire or Equivalent (Max monthly running up to 2080 Km)	AC	Per vehicle / Month	06	12
2.	Innova or Equivalent (Max monthly running up to 2080 Km)	AC	Per vehicle / Month	02	12



**SCHEDULE - B (Daily Hiring) - To be hired On Daily Basis): -**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBER OF VEHICLE/MONTH	NOS OF MONTHS HIRING FOR
1		3	4	5	6
	Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc. as described in tender document. <b>Max daily running up to 80 Km and for 10 hours</b>				
1.	Swift desire or Equivalent	AC	Per vehicle / Daily	10	12
2.	Innova or Equivalent	AC	Per vehicle / Daily	10	12

***Note –Pick up and Drop (40 KM and for 05 hours)-50% percent of rate quoted for Daily basis***

**SCHEDULE-C. (Daily Hiring) - To be hired for outstation duty: -**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBERS OF DAYS OF HIRING / MONTHS	NOS OF MONTHS HIRING FOR
1	2	3	4	5	6
	Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc. as described in tender document. <b>Max daily running up to 300 Km and for 14 hours</b>				
1	Swift desire or Equivalent	AC	Per vehicle / day	5	12
2	Innova or Equivalent	AC	Per vehicle / day	4	12

**Note: -**

1. The above table exhibit the tentative requirement of vehicle monthly/daily
2. The successful contractor shall not have any claim over the above number of vehicles.
3. Maha-Metro have right to revise (increase or decrease) the number of vehicle or duration of hiring as per its discretion, under the both the above schedule.
4. The contractor shall be notified in writing by Administration Department or Controlling Department regarding actual number of vehicles to be deployed, time to time.

**SECTION – 5**  
**CONDITION OF CONTRACT**

**5.1 GENERAL**

- a. The period this contract shall be **12 (Twelve) Calendar Months (Reckoned from the 7th day from the date of issue of LOA. “Letter of Acceptance”** means the letter issued by MAHA-METRO to the Service Provider communicating the date on which the work/services under the contract are to be commenced.
- b. Normally the principal place of service to be provided under this contract shall be in the municipal limit of Pune City and Pimpri - Chichwad City.
- c. The service provider shall not have any claim other than scope of the work defined in **Section-5** of the contract document & the scope of the work shall not be interpreted otherwise in any circumstances.
- d. The Service Provider’s personnel shall not have any right to claim any benefit/compensation/ employment/ with MAHA-METRO under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- e. MAHA-METRO shall not be under any obligation for providing employment to any of the worker of the Service Provider during and after the expiry of the contract. MAHA-METRO does not recognize any employee employer relationship with any of the workers of the Service Provider.
- f. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act and various other Acts as applicable from time to time with regard to the personnel engaged by the service provider.
- g. Any liability arising out of any litigation (including those in consumer courts or labour court or any court) due to any act of Service Provider’s personnel shall be directly borne by the Service Provider including all expenses/fines. The concerned Service Provider’s personnel shall attend the court as and when required.
- h. The Service Provider & his personal deployed with the vehicle shall not damage any property, asset and equipment of MAHA-METRO. Any such damage occurred by his personals shall be compensated by Service provider.
- i. During the course of contract, if any Service Provider’s personnel/driver are found to be indulging in any corrupt practices causing any kind of loss to MAHA-METRO, MAHA-METRO shall be entitled to terminate the contract forthwith duly forfeiting the Service Provider’s

Performance Guarantee & blacklisting / debarment from the all forthcoming tenders of Maha-Metro.

- j. The Service Provider shall indemnify and hold MAHA-METRO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.
- k. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by MAHA-METRO from the agency.
- l. If any underpayment is discovered, the amount shall be duly paid to the agency by MAHA-METRO.
- m. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by MAHA-METRO.
- n. The transportation to work place & back, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and MAHA-METRO will not entertain any claim in this regard.
- o. The Service Provider shall be accessible / contactable at all times and message sent by telephone/email/Fax/Special Messenger from MAHA-METRO to the Service Provider shall be acknowledged & acted upon immediately on receipt on the same day.
- p. The service provider shall depute two coordinators, who would be responsible for immediate interaction with MAHA-METRO so that optimal services of the persons deployed by the service provider could be availed without any disruption.
- q. The working hours and running distance will be considered/payable from the reporting point to/till dropping point of the designated Maha-Metro Official.

## 5.2 **PERFORMANCE BANK GUARANTEE:**

The successful bidder will have to deposit a **Performance Security @ 3% (Three Percent)** of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of **Bank Guarantee** issued from **Scheduled Commercial Bank** having business office in India & drawn in favor of “**Maharashtra Metro Rail Corporation Limited**”. The performance security should remain valid for a period of **180 days** beyond the date of completion of all the contractual obligations and Defect Liability Period if any. *(Performance Security reduced to 3% from 10% as per Office Memorandum issued by the Govt. of India, Ministry of Housing & Urban Affairs vide letter no. K-14011/03/2020-MRTS-*

*Coord dated 18.11.2020 and Ministry of Finance Department of expenditure and Procurement policy division, dated 12.11.2020)*

### **5.3 CONTRACT AGREEMENT**

The success full bidder shall sign the Contract Agreement with Maha-Metro **within 30 (Thirty)days** from the date of issue of LOA. The successful bidder shall arrange the necessary Non-judicial stamp papers of requisite value (i.e.INR 500 presently) and be present at the office of Maha-Metro in person to sign the Contract Agreement. The contract agreement can be signed by the bidder himself or through a **Power of Attorney**. The person deployed for signing the agreement shall produce and submit the original registered Power of Attorney (POA) along with Digital Signature Certificate (DSC) - Class I & II to the office of Executive Director/Procurement & Contract of PMRP, Maha Metro.

### **5.4 ADVANCE PAYMENT**

No advance payment is admissible in this contract

### **5.5 PAYMENT TERMS**

- a) The quantities given in Financial Bid are tentative and the actual payment shall be made as per number of vehicle deployed /distance travelled or quantity of task executed against each item described in Financial Bid.
- b) The payment shall be done on monthly basis upon submission of Certified Log Book / payment sheet by user of the vehicle i.e. Maha-Metro officials in case of vehicle hired on Monthly Basis.
- c) The vehicle hired on daily basis, separate individual bill certified by Maha-Metro official, shall be submitted by service provider within 01 (One) weeks.
- d) The standard terms of payment are within 30 days from the date of submission of bills in duplicate along with certificate issued by the competent authority in MAHA-METRO. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS. All the statutory liabilities will be paid by the Service Provider. The payment shall be in proportion to the completed items as per **Financial Bid (Section-8)**
- e) 100% payment will be made as per actual completion of items provided in Financial Bid (Section-9) and executed / completed quantity certified by competent authority of MAHA-METRO within 30 Days of submission of bill.

**5.6 EXTRA PAYMENT ADMISSIBLE****(a) For Vehicle Hired on Monthly Basis**

- i. **Working on Sundays but the total monthly running distance is within the monthly limit of 2080 KM:** - One Day Minimum wages of skilled labour as per applicable Minimum Wages Act notified by Chief Labour Commissioner (Central).
- ii. **Working more than 10 Hours, but the total monthly running distance is within the monthly limit of 2080 Km.:** - Per Hour Charges = 50% of Monthly Hire Charges / 26
- iii. 0
- iv. **Extra distance running beyond the monthly limit of 2080 Km:** - Charges/KM = Monthly Hire Charges / 2080

**(b) For Vehicle Hired on Daily Basis**

- i. **Working more than 10 Hours, but the total daily running distance is within the monthly limit of 80 KM.:** - Per Hour Charges = 50% of Daily Hire Charges / 10
- ii. **Extra distance running beyond the daily limit of 80 Km:** - Hire Charges/KM= Daily Hire Charges / 80

**(c) For Vehicle Hired on Outstation duty:**

- (i) **Per Hour charges:** Working more than 14 Hours, but the total running distance is within the limit of 300 Km per trip: 30% of Trip Hire Charges/14
- (ii) **Per KM charges:** Extra distance running beyond the per trip limit of 300 Km per trip: Trip Hire Charges/300

**5.7 INSURANCE**

- a) Successful Service Provider shall arrange proper & adequate insurance cover to all his vehicle assets, people and staff engaged in the execution of work (including the third party if required as per law) at his own cost.
- b) All liabilities arising out of accident or death of the staff & employee of service provider, while on duty shall be borne by the Service Provider.
- c) All medical expenses / compensation towards the sickness / disability of personal shall be arranged by Service Provider at his own expenses.
- d) Any losses of assets, loss of human life, disability, loss of profit in business shall not be compensated by MAHA-METRO.

**5.8 SUBCONTRACTING**

The Service Provider shall not engage any sub-contractor or transfer the contract to any other person in any manner.

### 5.9 **INCOME TAX**

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

### 5.10 **GST**

The accepted rate under this contract shall be excluding GST. GST shall be reimbursed separately on production of proof of payment of GST.

### 5.11 **PENALTY CLAUSE**

The successful service provider shall strictly adhere to the conditions of the contract agreement failing which penalty shall be imposed as per following provisions.

	DESCRIPTION OF EVENT	PENALTY
(a)	Vehicle deployed is older than January 2018 model (year of registration)	10% of the monthly /daily bill of the vehicle as the case may be
(b)	Reporting late at place of duty more than 30 Minutes & up to 60 Minutes	INR 300/Per Day (Late reporting more than 60 Minutes shall be treated as absent)
(c)	Absence of the vehicle& not providing suitable replacement.	INR1,000/- per day (Applicable for vehicle hired on Monthly & Daily basis both
(c)	Driver's Misbehavior such as disobedience, using filthy & abusive languages ,physical intimidation or under the influence of any intoxication / drunken condition on duty/ use of any contraband drugs/ involvement in unethical or illegal activities.	INR 2,000/-on1 <sup>st</sup> offence INR 4,000/-on2 <sup>nd</sup> offence INR 5,000/ plus Removal of Driver-on 3 <sup>rd</sup> offence
(d)	Excess claim of mileage/KM	INR 1,000/-on 1 <sup>st</sup> offence INR 5,000/-on2 <sup>nd</sup> offence

		Termination of vehicle on 3 <sup>rd</sup> offence
(e)	Meter tampering resulting in fast meter	INR 5,000/- on 1 <sup>st</sup> offence INR 8,000/- on 2 <sup>nd</sup> offence INR 10,000/- on 3 <sup>rd</sup> offence If it is detected thereafter the Contract Shall be terminated
(f)	Any other deficiencies such as defective vehicle, lack of fitness of vehicle, inadequate fuel on duty, lack of sincerity of driver, deficiencies in compliance of statutory norms / documents	INR 500/- will be imposed on daily basis
	In event of non-satisfactory services (either due to driver or performance of vehicle), the vehicle requires to be replaced by good ones	Failing which INR 1,000/- will be imposed on daily basis.

If the above incident is repeated more than the provision as stipulated above or often, it will have sufficient reasons to terminate the contract agreement.

#### 5.12 **REPORTING OF VEHICLE**

All hired vehicle shall report to Administration Department or Controlling Department of Maha-Metro initially and the controlling officer shall assign the vehicle to User Officers of Maha-Metro. If the User Officer of Maha-Metro proceed on leave or on office tour, the vehicle shall report to **Administration Department or Controlling Department**.

In event of non-reporting of vehicle to **Administration Department or Controlling Department** by contractor & retaining the vehicle in his own premises or using for some other purpose, **deduction of hire charges on Pro-rata basis** shall be made from the monthly bill of the vehicle.

**5.13 MAXIMUM LIMIT OF PENALTY:** - 10% of Contract Value. The controlling department shall take a call towards continuation of service beyond maximum penalty.

#### 5.14 **FORCE MAJURE**



Force Majeure if at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, wars, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option to terminate the contract.

#### **5.15 TERMINATION OF THE CONTRACT**

- a) In case of any material violation (As described in Section-5-Condition of contract, Section-4-Scope of Work read with Section 8. Financial Bid and any other terms and conditions described in bid documents) by the Service Provider, MAHA-METRO reserves its right to unilaterally terminate the contract.
- b) The contract may also be terminated if the service provider is involved in corrupt & fraudulent practices/activities, Vehicle deployed with MAHA-METRO is used by owner / bidder in any illegal / unethical activity, which is prohibited by the law of the land.
- c) The contract may also be terminated before the contract period owing to deficiency in service by the selected Service Provider or substandard quality or vehicle or staff with poor performance or cessation of the requirement of work. MAHA-METRO, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company.
- d) In the event of termination of contract due to poor performance or breach of contract or not fulfilling the contractual obligations by successful service provider, the Performance Bank Guarantee shall be forfeited.

#### **5.16 PAYMENT AFTER TERMINATION**

In circumstances of termination, whatever the reason, all payable amount shall be reconciled by MAHA-METRO. The work done by service provider till the effective date of contract termination date shall be accounted for and paid to the service provider after deducting all statutory liabilities & penalties if any.

#### **5.17 LIMIT OF LIABILITY**

- i. The liability of service provider / successful contractor under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- ii. The liability of service provider to MAHA-METRO shall be limited up to the awarded cost of the work
- iii. The service provider shall, subject to the limitation specified in Clause 6.13 (ii) above, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to:
  - (a) Deficiency in services rendered by the service provide.
  - (b) In case of the case of gross negligence or willful misconduct on the part of the Service provider's or on the part of any person or a firm acting on behalf of the Service provider's in carrying out the Services, the Service provider's, with respect to damage caused by the Service providers to the Client's property. This limitation of liability shall not include: -
- vi. The service provider's liability, if any, for damage to Third Parties caused by the Service provider's or any person or firm acting on behalf of the Service provider's in carrying out the Services;
  - (a) be construed as providing the service provider with any limitation or exclusion from
  - (b) (b) Liability which is prohibited by the Applicable law.

#### **5.18 STATUTORY OBLIGATIONS**

- a) The Service Provider is required to obtain relevant statutory documents/license/permits from competent government authority as and when required and a copy of the same shall be made available to MAHA-METRO.
- b) The Service Provider shall be under obligation and solely responsible to comply with all statutory requirements in respect of the business and services provided by them. MAHA-METRO shall not be a party to any dispute arising out of such statutory requirements.
- c) The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.
- d) In case, the service providing firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof MAHA-METRO is put to any loss, obligation, monetary or otherwise, MAHA-METRO will be entitled to get itself

reimbursed out of the outstanding bills or the Performance Security Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.

#### **5.19 FRAUD AND CORRUPT PRACTICES**

- i. The bidder applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MAHA-METRO may reject at tender without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of MAHA-METRO under Clause-(i) herein above, if a bidder is found by MAHA-METRO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender floated by MAHA-METRO.
- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
  - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing,

lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5.20 LEGAL**

- a. Persons deployed by the service provider shall not be less than 18 years of age, which is prohibited & punishable under relevant child labor act. **An affidavit** (Form B-8) stating the above is to be enclosed with the bid.
- b. The bidder shall also ensure that no case of sexual harassment/abuses take place at his premises / Office with the female employee out sourced to MAHA-METRO under the above bid and comply the provision of “The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)
- c. Any third party claim out of preview of Contract Agreement with MAHA-METRO, shall be sole responsibility of successful bidder.

## **5.21 EXTENSION OF CONTRACT PERIOD**

The contract shall continue for a period of **12 (Twelve) months**. However, the period of the contract may be further extended after completion of contract period, as per discretion of MAHA-METRO for an additional period of maximum **06 (Six) months at a time**. The service provider has to provide his services during the extended period at the accepted contractual terms & conditions and rate. However, if further extension is necessitated the same may be extended on the mutually agreed rate. The other terms and conditions of contract shall remain same.

## **5.22 VARIATION& QUANTITIES**

The quantities provided in Financial Bid (Section-08) is provisional & may vary up to 50% both ways. The service provider shall provide the services on accepted rate irrespective of quantum of variation. In case the negative variation the payment shall be made for actual number of vehicle deployed with Maha-Metro/ for the number of vehicle whose services are availed / the distance travelled. No compensation is payable to the service provider in case of reduction in number of deployment of vehicle / days of service availed by Maha-Metro. Payment shall be made as per actual service availed by Maha-Metro upon certification of officials of Maha-Metro.

**5.23 PRICE VARIATION**

The accepted rate shall be fixed and no price variation shall be applicable in this contract during the entire period of contract.

**5.24 DISPUTE RESOLUTION**

- (a) Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties it shall be resolved amicably by the GM/admin (officer in charge). If not resolved at the level of Officer in Charge of the work the matter may be represented by service provider to the next higher authority of MAHA-METRO.
- (b) However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1996 with amendment up-to date.
- (c) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (d) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Nagpur only.

**f) Jurisdiction of Court**

In case of any dispute which remains unresolved by mutual negotiation or ADR methods. Jurisdiction of Court, in case of any dispute shall be Hon'ble High Court of Bombay, Mumbai Bench.

**ANNEXURE -5 A****CORRUPT AND FRAUDULENT PRACTICES POLICY**

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

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

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

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

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

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

(a) Corruption of a public officer means:

- the act of promising, offering or giving to a public officer, directly or indirectly, an undue

advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or

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

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

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

(c) Corruption of a private person means:

- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit

access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.

- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.



**SECTION -6**  
**BIDDING & CONTRACT FORM**

**FORMS FOR BIDDING**

**(Form-B-1 to Form-B-10 is to be submitted by bidder along with the technical bid)**

**LETTER OF PROPOSAL**

*(On Applicant's letter head) (Date and Reference)*

To,

*(Name & address of Employer)*

Name of Work: - Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)

Dear Sir,

With reference to your RFP Notification dated \_\_\_\_\_, I/we, having examined all relevant document and understood their contents, hereby submit our Proposal for the work of **"Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)"**

The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as Agency for the aforesaid Project
3. I/We shall make available to the CLIENT any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the CLIENT to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Document, including any Addendum issued by the CLIENT;
  - (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 Section-5A "Corrupt and Fraudulent Practices Policy" of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the CLIENT or any other Public-Sector enterprise or any government, Central or State; and
  - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance with Sr. No. 10 of Section-2 of the RFP document.
8. Deleted.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability

- to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  1. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
  2. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the CLIENT and/ or the Government of Maharashtra in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
  13. Deleted.
  14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  15. I/We agree to keep this offer valid for 120 Days (One Hundred & Twenty) days from the Proposal Due Date specified in the RFP.
  16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and document is attached herewith in Form B-6.
  17. In the event of my/our firm/ being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at Form C-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  18. I/We have studied RFP and all other document carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any document or information provided to us by the CLIENT or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
  20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant / Lead Member)

**FORM-B-2****(TO BE FURNISHED BY BIDDER ALONG WITH TECHNICAL BID)**

<b>1.</b>	<b>Bidder's Name (Company Name) and Address</b>	
<b>2.</b>	<b>Name of Proprietor/Partner/Director of Company</b>	
<b>3.</b>	<b>Certificate of incorporation/ Statutory Registration /Shop Act License No. and Validity Period/Date. Certificate No &amp; Date supported by copy of certificate. (If applicable)</b>	
<b>4.</b>	<b>Nature of Business &amp; Establishment Year (as mentioned in Incorporation certificate)</b>	
<b>5.</b>	<b>Telephone Nos. of bidding</b> <i>Mobile No.</i> <i>Fax Nos.</i> <i>E-mail</i>	
<b>6.</b>	<b>Contact Person</b> <i>Name</i> <i>Designation</i> <i>Mobile</i> <i>E-mail</i>	
<b>7.</b>	<b>Organizational Capability (staff strength)</b> <i>Managers (Nos.)</i> <i>Supervisors (Nos.)</i> <i>Technicians</i>	
<b>8.</b>	<b>GST/Service Tax No. Details:</b>	
<b>9.</b>	<b>PAN Details:</b> <i>PAN No.</i> <i>Photocopy of PAN</i> <i>Latest Income tax clearance certificate</i>	
<b>10.</b>	<b>List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of</b>	

	project, reason for dispute, party filing the suit and current status)	
<b>11.</b>	<b>Name &amp; Signature of the person furnishing the above statements</b>	

**Notes: -**

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

**FORM-B-3****DECLARATION**

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

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

Signature of authorized person

Full Name:

Seal:

Date:

Place

**Average Annual Turnover**

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

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

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

Annual turnover data as per sr. No. 3.2.2 of Section-3		
Sl. No.	Year	Amount INR
1	2017-2018	
2	2018-2019	
3	2019-2020	
	Average Annual Turnover*	

**Note: -**

1. Attach certified copy of summary of balance sheet by Statutory Auditor for each year mentioned above.

**Form-B-5****Summary of Experience**

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

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

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

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



**Form-B-6****POWER OF ATTORNEY**

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

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

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

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

Signed by the within named

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

through the hand of

Mr. ....

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

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

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution

WITNESS

1. ....  
(Signature)

Name .....

Designation.....

2. ....  
(Signature)

Name .....

Designation.....

**Notes:**

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

**FORM B-6-A****UNDERTAKING**

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

I, \_\_\_\_\_(name), S/O \_\_\_\_\_ (father's name)  
\_\_\_\_\_(address) is the proprietor of the bidding firm named as \_\_\_\_\_ (firm's  
name) and authorize signatory as the owner of the bidding firm.

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

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

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

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

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

We declare that:

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

Signature;

Name & Designation with office Seal

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

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

I/We hereby declare that: -

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

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

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

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution.

**FORM-B-9****AFFIDAVIT****(To be typed on Non-Judicial Stamped of appropriate value & notarized by Notary Public)**

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

I/We hereby declare that: -

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

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

.....

(Signature of the executant)

(Name, designation and address of the executant)

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

.....

Signature and stamp of Notary of the place of execution

**BID SECURITY DECLARATION**

I, \_\_\_\_\_ Son / Daughter /Wife of Shri.  
\_\_\_\_\_ Proprietor/Director, \_\_\_\_\_ authorized  
signatory of the bidder, mentioned above, is competent to sign this declaration.

*I hereby "accepting that if the bid withdrawn or modified during the period of validity, or if awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for proposals (RFP) document, bidder will be suspended for the period of time specified in the request for proposals document from being eligible to submit Bids/Proposals for contracts with the Maha-Metro."*

Signature of authorized person

Full Name:

Seal:

Date:

Place

*\* The above declaration is mandated in accordance with Office Memorandum no.F.9/4/2020-PPD dated: 12-Nov-2020 issued by Department of Expenditure, procurement policy division*

**FORMS FOR CONTRACT**

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



**FORM-C-1****NOTIFICATION OF AWARD****Letter of Acceptance**

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

[Date]

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

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

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

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

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

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

**Attachment: Contract Agreement**

**FORM-C-2****CONTRACT AGREEMENT****CONTRACT AGREEMENT****(Tender No. \_\_\_\_\_)**

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

and

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

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

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

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

- (vi) The entire bid documents issued by Maha-Metro by letter and e-mail.
- (vii) The entire bid documents covering Technical Package and Financial Package along with Tender clarifications, confirmations, and other compliances, duly accepted and submitted by Contractor on \_\_.\_\_.\_\_\_\_ (*date of submission*).
- (viii) The completed Schedules and any other document forming part of the contract.

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

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

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

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

**Name of Signatory:**

**Designation:**

**In the presence of:**

**Witness:**  
**Sign** \_\_\_\_\_  
**Name**  
**Address**

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

**Signature**

**Name of Signatory:**

**Designation:**

**In the presence of:**

**Witness:**  
**Sign** \_\_\_\_\_  
**Name**  
**Address**

**PERFORMANCE SECURITY****(Bank Guarantee)**

Demand Guarantee)

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_**Guarantor:** \_\_\_\_\_

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

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

At the request of the Applicant, we as Guarantor, waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has failed to duly perform the aforementioned contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The*

*Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

**SECTION - 7**  
**LIST OF DOCUMENT TO BE ENCLOSED**

The tendering firm/company is required to enclose attested photo copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

SR.NO.	DESCRIPTION
1.	BID Index (Which shall include the description of document with page No.)
2.	Relevant Experience certificates (Completed work) as per Cl. No.3.2.1 , Section-3
3.	Summary of balance sheet mentioning Turn over (Certified by Statutory Auditor ) as per Cl. No. 3.2.2, Section-3
4.	Copy of RC of 7 (seven) no's of SUV or Sedan only registered in the name of Bidder) as per Cl. No. 3.2.3, Section-3
5.	GST Registration No. as per Cl. No. 3.2.4, Section-3
6.	Income Tax Registration as per Cl. No. 3.2.5, Section-3 (Copy of PAN card of bidder to be attached)
7.	Certificate of Incorporation / Statutory Registration/Shop Act License certificate (As the case may be)as per Cl. No. 3.2.6, Section-3
8.	Proof of registered office in Pune District as per Cl. No. 3.2.7, Section-3
9.	Letter Of Proposal (Section-6) Form-B-1
10.	Bidder information (Section-6) Form- B-2
11.	Declaration ( Section-6) Form- B-3
12.	Average annual turnover (Section-6) Form-B-4
13.	Summary of Experience, (Section-6) Form B-5
14.	Copy of Power of Attorney or Proprietor's undertaking (In case of proprietorship firm) signing the bid. (Section-6)Form- B-6 or B-6A whichever is applicable
15.	Declaration about corrupt & fraudulent practices (Section-6) Form-B-7
16.	Affidavit as per (Section-6) Form B-8
17.	Affidavit as per (Section-6) Form B-9
18.	Bid Security Declaration (Section-6) Form B-10
19.	Copy of Digital Signature Certificate (DSC) of POA Holder – Class – II or III

**SECTION -8**  
**FINANCIAL BID**

**(To be filled online on E-Tender Portal of MAHA-METRO only)**

**NAME OF THE WORK: - Hiring of vehicles (Taxies) for Officials of Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)**

**SCHEDULE –A (Monthly Hiring Charges): -**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBER OF VEHICLE/MONTH	NOS OF MONTHS HIRING FOR	UNIT RATE IN INR (TO BE QUOTED BY BIDDER)	TOTAL QUOTED AMOUNT
1	2	3	4	5	6	7	8=5X6X7
Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc.) & other incidental charges inclusive							
<b>10 Hours Duty Per day for 26 Days in a Month</b>							
2	Swift desire or Equivalent (Max monthly running up to 2080 Km)	AC	Per vehicle / month	06	12		
3	Innova or Equivalent (Max monthly running up to 2080 Km)	AC	Per vehicle / month	02	12		
<b>Total (Schedule -A)</b>			<b>INR</b>				

**SCHEDULE B. (Daily Hiring Charges- To be hired On Daily Basis): -**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBERS OF DAYS OF HIRING / MONTHS	NOS OF MONTHS HIRING FOR	UNIT RATE IN INR (TO BE QUOTED BY BIDDER)	TOTAL QUOTED AMOUNT
1	2	3	4	5	6	7	8=5X6X7
Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc.) <b>Max daily running up to 80 Km and for 10 hours</b>							
1	Swift desire or Equivalent	AC	Per vehicle / day	10	12		
2	Innova or Equivalent	AC	Per vehicle / day	10	12		
<b>Total (Schedule-B)</b>			<b>INR</b>				

**\*Note – Pick up and Drop (40 KM and for 05 hours)-50% percent of rate quoted for Daily basis**



**SCHEDULE -C (Hiring Charges – To be hired for Outstation Duty Basis): -**

SR. NO.	DESCRIPTION	TYPE	UNIT	ESTIMATED NUMBERS DAYS HIRING MONTHS	OF OF /	NOS OF MONTHS HIRING FOR	UNIT RATE IN INR (TO BE QUOTED BY BIDDER)	TOTAL QUOTED AMOUNT
1	2	3	4	5		6	7	8=5X6X7
Hiring of passenger vehicle for office use of Maha-Metro including rental charges, operational charges (wages of driver, POL, Maintenance, Insurance, all taxes, etc.)								
<b>Per Trip: Max running up to 300 Km and for 14 hours</b>								
1	Swift desire or Equivalent	AC	Per trip	05		12		
2	Innova or Equivalent	AC	Per trip	04		12		
<b>Total (Schedule-C)</b>			<b>INR</b>					

**POINTS TO BE NOTED:**

1. No column should be left blank. Bidder is required to quote rates against each items
2. All rates to be quoted by the bidder in Indian National Rupees. (INR)
3. The above quoted rates by bidder shall be inclusive of all kind of insurance, all kind of statutory taxes, cess (direct or indirect), maintenance charges, fuel charges, and operational charges excluding **GST**.
4. **GST shall be paid additionally as per actual on production of documentary proof of payment** per prevailing norms of Govt. Of India / Govt of Maharashtra.
5. Above quantity of vehicles are tentative & each items may vary up to 50% both way (Positive or Negative). Successful bidder has to provide the services as per accepted rate irrespective of quantum of variation in number of vehicle. **Payment shall be done as per accepted unit rate and services of actual number of vehicle availed by Maha-Metro.**

- 6. Successful service provider shall not have any claim upon the quoted amount & deployment /engagement of number of vehicle proposed in the above BOQ. The number of vehicles proposed in the BOQ is tentative & deployment / engagement of vehicle shall be as per requirement &discretion of Maha-Metro (Pune Metro Rail Project)**

**END OF THE TENDER DOCUMENT**