



Tender ID :  
2022\_MERC\_848946\_1

# MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

**Request for Proposal (RFP) for Hiring New One Creta Petrol  
(Manual – Top End) on monthly Lease basis rental for 5 years (60  
months) and 120000 Kms**

**(Without Driver and Fuel)**

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**Date: 04.11.2022**

**World Trade Centre, Centre No.1, 13<sup>th</sup> Floor,  
Cuffe Parade, Mumbai-400005**

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## **NOTICE INVITING TENDER**

### **Request for Proposal (RFP) for hiring New One Creta Petrol (Manual – Top End) on Lease basis monthly rental for 5 years (60 months) and 120000 Kms (without Driver and Fuel) For Maharashtra Electricity Regulatory Commission (MERC)**

#### **1. Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)**

- Maharashtra Electricity Regulatory Commission (MERC) invites electronic Bid Proposals from reputed, competent and professional firms that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for Hiring new One Creta Petrol (Manual – top end) excluding Driver and Fuel on Lease basis monthly rental charges for 5 years (60 months) and estimated average 120000 Kms of running in 5 years (without Driver and Fuel).
- The complete (RFP) document has been published on the Government of Maharashtra's e-Tendering website <https://mahatenders.gov.in>.
- Bidders who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in>, unless already registered.
- To participate in the online Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act, 2000. Bidders who already have a valid DSC need not procure a new DSC.
- The bidding process would follow two bidding mechanism for technical and commercial proposals for Electric and Petrol Vehicle separately.
- The bidder shall submit the offer in electronic formats both for technical and commercial proposals. EMD should be submitted online, as prescribed in NIT, along with the technical Bid.
- MERC will not be responsible for any delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.
- No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.

MERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

## 1.2 Notice Inviting Tenders (NIT)

Sr. No.	Particulars	Details
1.	Name of the Work	Hiring New One Creta Petrol (Manual – Top End) on monthly Lease basis rental for 5 years (60 months) and 120000 Kms (without Driver and Fuel)
2.	Period of Contract	5Years
3.	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005
4.	Estimated Cost of Tender	New One Creta Petrol (Manual – Top End)
5.	Cost of Tender Document	Rs. 3,000/- (Rupees Three Thousand Only) (Non Refundable) (Entities exempted as per GR dated 01.12.2016 issued by Industry, Energy and Labour Department, GoM., need not to pay Cost of Tender Document)
6.	EMD Amount	Rs.50,000/- (Rupees Fifty thousand Only) (Entities exempted as per GR dated 01.12.2016 issued by Industry, Energy and Labour Department, GoM., need not to pay EMD)
7.	Performance Security	3% of the value of the contract (Refundable without interest) (Entities covered as per GR dated 01.12.2016 issued by Industry, Energy and Labour Department; GoM. will pay performance security as per the GR.)
8.	Bid Validity	180 days from the Bid submission deadline date.
9.	Mode of Bid Submission	Online through e-Tendering system at <a href="http://mahatenders.gov.in/nicgep/app">http://mahatenders.gov.in/nicgep/app</a>
10.	Last date of Submission of Queries	<b>Dated : 09.11.2022</b> Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' as per format Enclosed at Annexure -VI in Tender document.
11.	Date ,Time and Place of Pre Bid Meeting	<b>Dated : 10.11.2022</b> On <b>1500</b> Hours in the office of Deputy Director, Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 12thFloor, Cuffe Parade, Mumbai-400005.
12.	Last Date of Submission of Bids	<b>Dated : 11.11.2022 upto 1700 Hours</b>
13.	Date and Time and Place of Opening of Bids	<b>Dated : 14.11.2022 (Monday) @15.00 hrs.</b> Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 12th Floor, Cuffe Parade, Mumbai-400005.
14.	e-Tendering Helpline	24 x 7 Help Desk Number 0120-4200462,0120-4001002 Mobile no 8826246593 Email –support-eproc@gov.in For online Payment related issues, Kindly send email with Bank Reference Number to this email ID merchant@sbi.co.in. You may also contact 022-27560149 for clarifications.

*\*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.*

Note:-

The Office of Maharashtra Electricity Regulatory Commission has reserves right to accept or reject any or all tenders without giving any reason thereof.

## 2. Eligibility Criteria :

E-tenders are invited in Two Bids i.e. Technical and Commercial bids through Govt. of Maharashtra e-Tendering portal <https://mahatenders.gov.in> from competent bidders with sound technical and financial standing & capabilities and fulfilling the qualifying requirements stated hereunder, for the following work:

The bidder who wishes to participate through this RFP needs to confirm to the below mentioned eligibility criteria to bid:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Annual Turnover (ATO)	Minimum Rs. 50 lac. (During any of the three proceeding financial years i.e. 1 April, 2018 onwards).	Proof of ATO shall be submitted in form of TDS Certificate or Audited Balance Sheet.
2	Technical Capability	<p>He should have a past experience of providing minimum 10 vehicles on hire to at least three Government Office / Government undertaking/ Autonomous body/ Private bodies.  <u>A performance report from the concerned offices may also be enclosed with the Technical Bid.</u></p> <p>The bidder should have <b>PAN Number and Service Tax Registration Number</b> and attach a photocopy of the same with the technical bid.</p> <p>The vehicle should be <b>properly and comprehensively insured</b> and should carry necessary permits/clearance from the transport authority or any other concerned authority including pollution certificates.</p>	As per <u>ANNEXURE – A</u>  With copies of work orders.
3	Year of operation in the area of lease contract	The Bidder shall be operating for last three years in the fields of vehicles given on hire in the past to Government Office / Government undertaking/ Autonomous body/ Private bodies.	Copies of relevant certificates / work order / satisfactory certificates from clients
4	Blacklisting	At the time of bidding, firms black-listed/ debarred from participating in any procurement by any State or Central Government or UT or PSU in India are not allowed to bid.	A self-certified letter as per <u>ANNEXURE - F</u> of the RFP
5	Office in Mumbai Circle	The Bidder shall have office in Mumbai/Mumbai Suburban circle.	Copy of license from competent Authority.

### **3. Scope of Work :**

Maharashtra Electricity Regulatory Commission (MERC) invites electronic Bid Proposals from reputed, competent and professional firms that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for hiring Two new Electric Vehicles and One Petrol Vehicle on Lease basis monthly rental charges for 5 years (60 months) and estimated average 120000 Kms of running in 5 years (without Driver and Fuel).

#### **Bidder to note the followings before bidding:**

1. i) Offer from following types of bidder will not be accepted
  - a) Who are in the Negative list of MERC or its Administrative Ministry.
  - b) Who are under liquidation, court receivership or similar proceedings.
2. Offer from Joint Bidders / Consortium will not be acceptable.
3. The subject work is indivisible and shall be awarded to single successful bidder unless stated otherwise elsewhere in the tender document.
4. Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the tender.
5. The completion certificate, submitted by the bidder shall separately indicate the Service Tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax amount , if any, included in the value of completed job under consideration should be submitted by the bidder.
6. In case service tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.
7. Tender may be finalized based on credentials uploaded along with Techno-commercial bid without any correspondence with bidders for deficient Pre-qualification (PQ) documents. Bidders are required to go through the Notice Inviting Tenders (NIT) & Tender Documents carefully and upload all the required documents in order to avoid rejection.
8. MERC reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
9. Bidders are to quote their most competitive rates. Negotiations will not be conducted with the bidders as a matter of routine. However, MERC reserves the right to conduct negotiations.
10. EMD: EMD should be submitted online, as prescribed in NIT, along with the technical Bid.
11. Legal dispute, if any, shall only be within the jurisdiction of Local Court situated at Mumbai.

- 12.** E-tender bidders to note that all communications will be made through e-Tendering web site (<https://mahatenders.gov.in>). MERC reserve the right not to take cognizance of the communication made outside e-Tendering Portal.
- 13.** Bidder cannot make any claim against MERC towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- 14.** Bidder should make sure that their commercial bid (ANNEXURE– B) contains only price.
- 15.** Submission of authentic documents is the prime responsibility of the bidder. Wherever MERC has concern or apprehension regarding the authenticity/ correctness of any document, MERC reserves a right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged such offers will be summarily rejected and EMD will be forfeited and may be debarred from future tenders.



## **4. Instructions to Bidder (ITB) & Bidding Process**

### ***4.1 Tender/ Bidding Document***

The complete Bidding document shall be available on the websites for the period as specified in the Notice Inviting Tender (NIT). The prospective Bidders are permitted to download the Bidding document from any of the specified websites free of cost.

### ***4.2 Clarifications to the Bidding/ Bid Document***

- If the prospective Bidder has any doubts as to the meaning of any part of the Bidding document, bidder is allowed to refer the same to the Tendering Authority and get clarifications. Bidder may do so by contacting the Tendering Authority in writing at the Tendering Authority's address indicated in the NIT;
- Should the Tendering Authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised Bidding Document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment;
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/ documents submitted and no new documents shall be accepted.

### ***4.3 Pre-Bid Conference/ Meeting***

- The Bidder or its official representative (not more than two representatives per Bidder) is invited to attend the pre-Bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective Bidders related to the Project/Bidding Document;
- Only the Bidders/ Firms, who are interested in bidding, are allowed to attend the pre-Bid conference/ meeting and submit their pre-Bid queries in the specified format as per ANNEXURE - D. Bidders are welcome to attend the pre- Bid meeting, even if they do not have any specific queries. Tendering Authority shall respond to the queries of Bidders till the day of pre-Bid meeting or within 4 days after the pre-Bid meeting;
- As a result of discussions in the pre-Bid conference, if modifications in the Bidding Document, specifications of services and/ or goods are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be uploaded on the websites specified in the NIT;
- The Tendering Authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

### ***4.4 Amendment of Bidding Document***

- At any time prior to the deadline for submission of the Bids, the Tendering Authority may amend the Bidding Document by issuing Corrigendum/ Addendum;
- Any Corrigendum/ Addendum issued shall be a part of the Bidding Document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT;

- To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the deadline for the submission of the Bids;
- Any change in date of submission and opening of Bids shall be published in appropriate manner, including on the websites mentioned in the NIT.

#### 4.5 Documents Comprising the Bid

- A two stage-two envelope/ cover system shall be followed for the Bid –
  - Technical Bid (including the eligibility criteria, technical documents (ANNEXURE - A))
  - Commercial Bid (ANNEXURE – B).

➤ Technical Bid shall include the following documents: -

Sr No.	Document Type	Document Format
1	Covering Letter – Technical Bid	On Bidder’s letter head duly signed by authorized signatory as per <u>ANNEXURE – C</u>
<b>Fee Details</b>		
2	EMD	Scanned copy of Online payment receipt
<b>Eligibility Documents</b>		
3	Bidder’s Authorization Certificate	As per <u>ANNEXURE – E</u>
4	Self-Declaration – No Blacklisting	As per <u>ANNEXURE – F</u>
5	All the documents mentioned in the “Eligibility Criteria”, in support of the Eligibility (Section 1 of the RFP)	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
6	Technical Evaluation	Document as per section 4.17 of the RFP
7	Certificate of Conformity/ no deviation	As per <u>ANNEXURE – G</u>

➤ Commercial Bid shall include the following documents:

<b>Sr No.</b>	<b>Document Type</b>	<b>Document Format</b>
<b>1</b>	Covering Letter – Technical Bid	Financial Bid On Bidder’s letter head duly signed by authorized signatory
<b>2</b>	Price Bid	As per e-Tendering website (As per <u>ANNEXURE - B</u> )

The Bidder should ensure that all the required documents, as mentioned in this Bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the Bid proposal submitted by the Bidder.

Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/documents submitted and no new documents shall be accepted.

#### ***4.6 Cost of Bidding***

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Tendering Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### ***4.7 Language of Bids***

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Tendering Authority, shall be written only in English or Marathi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Marathi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### ***4.8 Bid Prices***

- Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and duties excluding the taxes, applicable to the Bidder.
- All the prices should be quoted only in Indian Rupees (INR) Currency;
- Prices / rates shall be written both in figures and words, as applicable;
- The price to be quoted in the financial Bid shall be the total price of the Bid. Discount, if any, should be included in the quoted price, excluding taxes;

#### ***4.9 Period of Validity of Bids***

- Bids shall remain valid for the period of 180 days, as specified in NIT, after the Bid submission deadline date prescribed by the Tendering Authority. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive Bid.
- In exceptional circumstances, prior to the expiration of the Bid validity period, the Tendering Authority may request Bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid. The request and the responses shall be made in writing.

#### ***4.10 Earnest Money Deposit (EMD)***

- Every Bidder, if not exempted, participating in the Bidding process must furnish the required EMD as specified in the NIT;
- Government of Maharashtra and Central Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration Certificate or Certificate that the Bidder is a Government undertaking/ corporation/ company/ autonomous body as mentioned above shall necessarily accompany the sealed Bid, without which the Bid shall be rejected forthwith;
- EMD of a Bidder lying with MERC in respect of other Bids awaiting decision will not be adjusted towards EMD for the fresh Bids. The EMD originally deposited may, however, be taken into consideration in case Bids are re-invited.
- EMD shall be deposited/ submitted online as mentioned in NIT. The EMD shall be valid for the period of Bid validity as mentioned in the NIT.
- EMD of unsuccessful Bidders shall be refunded soon after final acceptance of Bid and award of Contract.
- EMD taken from the Bidder shall be forfeited in the following cases:
  - When the Bidder withdraws or modifies his Bid proposal after opening of Bids;
  - When the Bidder does not execute the Agreement after placement of order within the specified time;
  - When the Bidder does not deposit the security money after the purchase/ work order is placed.

#### ***4.11 Deadline for the Submission of Bids***

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT /of subsequent Corrigendum, if any;
- In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the Bidding Document is required to be substantially modified as a result of discussions in pre- Bid conference and the time with the prospective Bidders for preparation of Bids appears insufficient, the date may be extended by MERC and due publicity to such change in date of submission of Bids shall be given. In such cases, it shall be ensured that, after issue of Corrigendum, reasonable time is available to the Bidders to prepare and submit their Bids. Any change in date of submission and opening of Bids shall also be placed on the respective websites immediately. However, if the modifications in Bidding Document, specifications of goods and service are substantial, fresh publication of original Bid inquiry may also be issued;
- The Tendering Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### ***4.12 Format and Signing of Bid***

- The Bid forms/templates/annexures, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;
- Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;

- The Bid, duly signed (digitally) by authorized signatory, should be uploaded on the e-Tendering portal in the required file/ format;
- Bidders must submit their Bids online at e-Tendering portal. Bids received by other means shall not be accepted;
- If Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering website, the Tendering Authority shall reject the Bid.

#### ***4.13 Withdrawal and Re-submission (Substitution) of Bids***

- Only before the deadline of the bids, if permitted by the Tendering Authority, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Tendering website under the section “e-Tendering Toolkit for Bidders”;
- Bids withdrawn shall not be opened and processed further.

#### ***4.14 Bid Opening/ Opening of Tenders***

- The designated Committee will perform the Bid opening, which is a critical event in the Bidding process;
- The Tendering Authority shall conduct the Bid opening at the address, date and time specified in the NIT;
- All the Bids received up to the specified time and date in response to all the Bid inquiries shall be opened by the members of the designated Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the Bid opening status/ process online at e-Tendering website;
- All the documents comprising of technical Bid/ cover shall be opened and downloaded from the e-Tendering website;
- All the technical Bid covers, except the commercial/ financial cover, shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the presence of the EMD and any other details as the Tendering Authority may consider appropriate;
- The Tendering Authority shall prepare a record of the Bid opening that shall include, at a minimum: the name of the Bidder and EMD. The Bidder’s representatives who are present shall be required to sign the attendance sheet;
- The commercial/ financial cover shall be kept unopened and shall be opened later on the date and time intimated to the Bidders who qualify in the evaluation of technical Bids.

#### ***4.15 Selection Method***

The selection method is least cost based (L1). The eligible Bidders whose Bids are determined to be substantially responsive shall be considered to be qualified for the technical evaluation, unless disqualified, and shall be informed either in writing or by uploading the details on e-Tendering portal about the date, time and place of opening of their financial Bids.

#### ***4.16 Guiding Principles for Evaluation of Bids***

- The Tendering Authority shall strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Document;
- The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications and proposed solution submitted by the Bidder;
- A Bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP;

- A responsive Bid shall be the one that meets the requirements of the Bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:
  - “Deviation” is a departure from the requirements specified in the Bidding Document;
  - “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
- A material deviation, reservation, or omission is one that, if accepted, shall:
  - Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding document; or
  - Limits in any substantial way, inconsistent with the Bidding document, the Tendering Authority’s rights or the Bidder’s obligations under the proposed Contract; or
  - If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- Provided that a Bid is substantially responsive, the Tendering Authority -
  - May waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission;
  - May request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material, non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid;
  - Shall rectify non-material, non-conformities or omissions. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in eligibility/pre-qualification and evaluation criteria of this Bidding Document.

#### ***4.17 Evaluation of Technical Bids***

The technical evaluation shall be completed by the designated Committee as early as possible after opening of technical Bids. It shall examine the Technical Bids by evaluating the eligibility documents as mentioned in Para 1.

- Only those Bidders, who qualify Technical bids/documents, shall be declared as qualified for evaluation of their “Financial Bid”.
- Bids of organizations which are eligible will be considered for the technical evaluation. Technical evaluation will consist of examination of EMD and technical documents mentioned in Para 1, Instructions to Bidder (ITB) & Bidding document.
- The firms which would not qualify in technical evaluation will be intimated. The financial Bid will be returned unopened and EMD refunded after completion of the Bid process i.e. award of the contract to the best/ successful Bidder.

#### ***4.18 Evaluation of Financial Bids***

- The financial Bids / cover of Bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Committee in the presence of the Bidders or their representatives who choose to be present. Alternatively, the Bidders may also view the financial Bid opening status/ process online on e-Tendering website;
- The process of opening of financial Bids/ covers shall be similar to that of technical Bids;
- The names of the firms and the rates given by them shall be read out and recorded in Tender opening register;

- To evaluate a Bid, the Tendering Authority shall consider the following:
  - The Bid price as quoted in accordance with Bidding Document;
  - Price adjustment for correction of arithmetic errors in accordance with Bidding Document.
- The evaluation shall include all costs and duties excluding the taxes, applicable to the Bidder as per law of the Central/ State Government/ Local Authorities.

#### ***4.19 Clarification of Bids***

- To assist in the examination, evaluation, comparison and post qualification of the Bids, the Tendering Authority may, at its discretion, ask any Bidder for a clarification of his Bid. The Tendering Authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT;
- Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Tendering Authority shall not be considered;
- No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tendering Authority in the evaluation of the Commercial/ Financial Bids.

#### ***4.20 Correction of Arithmetic Errors***

Provided that the Bid is substantially responsive, the competent Committee shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Tendering Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above two clauses in this sub section (4.20).

#### ***4.21 Comparison of Bids and Determination of the Best Value Bid***

The Tendering Authority shall compare responsive Bids of all eligible Bidders to determine the best value Bid, in accordance with the evaluation criteria given in this RFP.

#### ***4.22 Negotiations***

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as:
  - When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;
  - Negotiations shall not make original offer of the Bidder ineffective.

- Negotiations shall be conducted with the best value Bidder only and by information given in writing with a minimum period of 3 days shall be given for response in writing and in sealed cover. In case of urgency, the Tender Sanctioning Authority may reduce the notice period for negotiations provided the Bidder receives the information regarding holding negotiations;
- In case the best value Bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the Committee may decide to make a written counter offer to the best value Bidder. If the best value Bidder does not accept the counter offer given by the Committee, the Committee may recommend rejecting the Bid or may repeat the process to make the same counter offer to second best value Bidder and so on to third, fourth best value Bidder, etc. till a Bidder accepts it.

#### ***4.23 Disqualification***

Tendering Authority may at its sole discretion and at any time during the processing of Bids, disqualify any Bidder/ Bid from the Bid process if the Bidder: -

- Has not submitted Bid in accordance with the Bidding Document;
- Has submitted Bid without submitting the prescribed EMD or the Bidder's authorization certificate;
- Has imposed conditions in Bid;
- During validity of Bid or its extended period, if any, increases his quoted prices;
- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Has failed to provide clarifications related thereto, when sought;
- Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the EMD;
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

#### ***4.24 Acceptance of the Tender/ Bid and Notification of Award***

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidders shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;
- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder is executed. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- No interest will be paid by MERC on the amount of EMD.



#### ***4.25 Confidentiality***

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award;
- Any attempt by a Bidder to influence the Tendering Authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
- From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

#### ***4.26 Conflict of Interest***

- MERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of MERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, MERC will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified;
- A Bidder may be considered to be in a conflict of interest if the Bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the Bid;
- It may be considered to be in a conflict of interest with one or more parties in the Bidding process:-
  - If they have controlling shareholders in common; or
  - If it receives or have received any direct or indirect subsidy from any of them; or
  - If they have the same legal representative for purposes of the Bid; or
  - If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this Bidding process.

#### ***4.27 Tendering authority's Right to Accept / Reject any or all of the Bids***

The Tendering Authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to awarding of Contract, without thereby incurring any liability to the Bidders.

#### ***4.28 Signing of Contract***

Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder the Contract Agreement including "Special Conditions of Contract". Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the Tendering Authority, the successful Bidder shall sign, date, and return the Contract Agreement to the Tendering Authority.

#### ***4.29 Reservation of Rights***

To take care of unexpected circumstances, MERC reserves the rights for the following:

- Extend the closing date for submission of the Bid proposals;
- Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites;
- Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidders but before the opening of financial Bids;
- To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder;
- Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals;
- Seek the advice of external consultants to assist MERC in the evaluation or review of Proposals;
- Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal.

#### ***4.30 Monitoring of Contract***

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;
- During the delivery period the committee shall keep a watch on the progress of the Contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable Contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected;
- If delay in delivery of goods and service is observed a performance notice shall be given to the selected Bidder to speed up the delivery;
- Any change in the Constitution of the Firm, etc. shall be notified forthwith by the contractor in writing to the Tendering Authority and such change shall not relieve any former member of the firm, etc., from any liability under the Contract;
- No new partner/ partners shall be accepted in the Firm by the selected Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;

The selected Bidder shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

**5. TERMS & CONDITIONS OF ELECTRIC/PETROL/DIESEL VEHICLE LEASE AGREEMENT –**

1. The lease contractor should provide one brand new Electric/Petrol/Diesel Vehicles for 5 years (without Taxes/Driver/Fuel).
2. In case of Electric Vehicles will be supplied with a Charger. Electrical connection & parking of vehicle to be taken care by MERC.
3. MERC provides free parking and charging space for the E-cars in/around their office premises.
4. Lease amount includes Electric Vehicle, charging station, warranty, insurance, registration.
5. Meter & Installation charges can be added in the lease rental.
6. Toll Tax, Parking charges, and Octroi (MCD) etc., wherever charged, would be paid by MERC directly at the collection points.
7. The lease contractor has to take the responsibility of repairs and maintenance, which will include all manufacture scheduled services.
8. Lease Contractor will be responsible for repair and maintenance activities all vehicles and would arrange for a relief vehicle on immediate basis case of any non-service(s) or delayed service(s) caused due to scheduled maintenance for accidental repairs.
9. Depending upon wear and tear and schedules replacement tyre management to be included in the lease cost.
10. Insurance for Electric/Petrol/Diesel Vehicles will be for 5 years.
11. The lease contractor should provide door to door service while the vehicle is undergoing maintenance and repairs.
12. Accident Depreciation Benefit – In case of a damage o the Asset (s), and there being a difference between the costs incurred on repair as against the claim amount received from the Insurer, the lease contractor should be solely responsible for payment of the differential amount (including any applicable insurance deductibles).
13. Total Loss Retention
14. 24x7 Emergency Assistance.
15. The lease contractor should provide services within the contracted area i.e. Mumbai, Thane, Navi Mumbai, Pune & Nashik.
16. The lease contractor should pay the cost of stamp duty, registration charges, legal charges etc. for registration of Lease Agreement.
17. The lease contractor should take care for registration of Lease Agreement with appropriate authority.
18. The lease contractor should take entire care of vehicle repairs, matters relating to accidents, insurance claims, etc.
19. Organisation will not make any additional payment on account of minor or major repairs.
20. Estimated Average 120000 kms of running of Vehicle in 5 years. In case the running of vehicle exceeds 120000 kms, rate of such extra kms may be quoted separately in the offer document.
21. Lease contractor should submit offer for model of model including all charges.
22. Lease Agreement documents may be finalized mutually.
23. Lease contractor should submit offer for model of new including all charges (Excluding Road Tax and Octroi).
24. The MERC is exempted for road tax and Octroi being a Govt. Department.

## **5.1 Purpose of the Contract**

- The purpose of this contract is to define the conditions under which Lessor will supply the Lessee with one or more motor vehicle(s) in the form of a long term lease agreement without a purchase option.
- The Lessee accepts the risks for the vehicle(s) over which it has the custody thereof and is liable in accordance with the provisions under the Motor Vehicles, Act 1988 (“the Act”)

## **5.2 Formation of the Contract**

- **Contractual Documents**

This Lease Agreement sets out the general lease conditions, associated services and obligations of both the Lessor and the Lessee. Each individual vehicle leased by the Lessee will contain other specific terms and conditions as set out in a vehicle quotation (“vehiclelease contract”) signed by the Lessor and the Lessee such as contracted kilometers, duration and specification of all services included within each vehicle lease contract and shall be read along with this Master Lease Agreement (MLA).

- **Effective Date of Vehicle Lease Contract / Term**

The vehicle lease contract is formed upon the vehicle quotation noted above being signed by the parties. This signed vehicle quotation creates a firm and binding contract on behalf of both parties to enter into the lease contract and forms the basis of the raising of the purchase order on the dealer / manufacturer by Lessor for acquisition of the vehicle. In the event that the Lessee causes cancellation of, or instructs Lessor to cancel a purchase order with the supplier of the vehicle, or the Lessee shall refuse or be unable for any reason to accept delivery, Lessor shall be entitled to terminate the vehicle lease contract of the aforesaid vehicle and the Lessee shall pay to Lessor within ten (10) days of receipt of written demand of all costs, charges, expenses, damages, if any incurred by Lessor arising out of such action by the Lessee. The vehicle lease contract takes effect on the day when a vehicle is delivered to the Lessee and applies until the day of its return inclusive. Unless earlier terminated (as per relevant clauses of MLA), the contract shall be terminable at the end of this lease period without the need for either party to carry out any formality.

## **5.3 Ownership**

- Save as otherwise provided in this MLA, no right, ownership, title or interest in the vehicle shall pass to the Lessee by virtue of these presents. The Lessee shall at no time contest or challenge the Lessor’s sole and exclusive ownership right, title and interest in the vehicle and the Lessee shall not assign, sublet, hypothecate or otherwise encumber the vehicle. The Lessor and the Lessee hereby confirm that their intent is that the vehicle shall at all times remain the property of the Lessor. For the purposes of the Act and the provisions thereof, the vehicle shall be registered in the name of the Lessee and the Lessor shall be registered therein as the financier under this MLA and the Lessee shall be fully liable and responsible for all the obligations, liabilities and duties as provided under the Motor Vehicles Act or under any other law or instrument pertaining to the use of the vehicle. The Lessee undertakes and hereby authorizes the Lessor to have the said registration transferred in the name of the Lessor or its nominee on the termination and/or expiry of the Lease and/or requiring possession thereof for whatever reason at any time during the currency of this MLA or whenever required to do so.

Conditional upon the Lessee's compliance with and fulfillment of the terms and conditions of this MLA and the vehicle lease contract, the Lessee shall have the right to have exclusive peaceful possession, operation and use of the vehicle for the full term of the Lease.

#### 5.4 Lessee's Warranties

- The Lessee warrants that the execution of this MLA and the vehicle lease contract and the use and operation of the vehicle by the Lessee will not:
  - (a) Contravene the provisions of any law, statute, rule and regulation to which the Lessee is subject and/or the Lessee's Memorandum and Articles of Association;
  - (b) Result in any breach of any agreement or arrangement to which the Lessee is a party.
- The Lessee warrants that it has obtained all consents, licenses, approvals as are necessary for or in connection with the execution, validity and enforceability of this MLA and the vehicle lease contract and for the use and operation of the vehicle and undertakes to keep them effective and in force at all times during the period of this MLA and till the vehicle is delivered back to Lessor as specified in this MLA.
- In case of a vehicle purchased from and leased back to the Lessee, the Lessee is responsible for providing all related sale documentation including the endorsement of Lessor's name as Financier and transfer of name, if required, in the Registration Certificate of the vehicle. In case the required documents are not available or the transfer of name is not allowed by the concerned registration authorities, the Lessee agrees the same shall give rise to early termination and the consequences of early termination per clause 14 of this MLA shall apply. The Lessee undertakes to provide all documents required to effect the transfer of ownership within 15 days of the transfer of funds to purchase the vehicles.

#### 5.5 Fleet Management Services

- During the lease period and only within the Contracted Area (the city limits within which fleet management services can be availed by the Lessee as detailed in the relevant vehicle lease contract), the Lessor agrees to provide the following Fleet Management Services where requested. Any proposed change in the area of usage must be notified immediately to Lessor. Specific services applicable to each vehicle will be reflected in the relevant vehicle lease agreement.
- The Lessor arranges for the **acquisition** of the vehicle from relevant dealer or manufacturer.
- The Lessor shall arrange with the respective dealer to have the vehicle ready for **delivery**. The Lessee shall take delivery of the vehicle from the dealer's premises. Alternatively, at the Lessee's request, the vehicle may be delivered to the Lessee's address. Any damages to the vehicle in transit from the dealer's premises to the Lessee's address shall be treated as an accident case and the repair will be covered as per the coverage contracted for.

Upon delivery of the vehicle, a receipt acknowledging this fact in the form of a "**Vehicle Delivery Form**" must be received by the Lessor within 2 (two) working days either by post, courier or e-mail. A failure on the part of the Lessee to send a copy and / or the original of the accepted delivery form will neither affect any of the rights available to the Lessor nor the obligations of the Lessee contemplated in this MLA. If the signed delivery form is not received then the date of the dealer / manufacturer invoice of the vehicle plus 2 (two) days will be deemed to be the contract commencement date for the purposes of raising billings.

- After taking delivery of the vehicle, the Lessee shall be responsible for having the vehicle registered with the Transport Authorities within the due time limits and pay the applicable road taxes on the vehicle or to ensure that the same is done as per applicable Motor Vehicles law. Where the Lessee requests the Lessor to arrange for the **registration** of the vehicle with the Transport Authorities on its behalf, the related **road tax** charges shall be reimbursed to the Lessor by the Lessee by inclusion within the monthly lease recoveries. It shall be the responsibility of the Lessee to provide necessary documentation including proof of address required for the vehicle registration process.
- The Lessor shall arrange for appropriate comprehensive **insurance** cover of the vehicle. The insurance policy shall be in the name of the Lessee and the Lessor shall be endorsed as the financing institution and the loss payee therein. The premium for the insurance policy shall be paid each year by Lessor in the first instance and the same shall either be reimbursed to Lessor by the Lessee or will be included in the monthly lease rate as determined by the individual vehicle lease contracts. All insurance claims shall be made to Lessor or to its agents as may be authorised from time to time.
- The Lessor is responsible for the **maintenance and servicing** of the vehicle during the agreed lease period. Lessor enters into agreements with its authorised dealer workshops and other authorised service providers for maintenance and servicing of its vehicles. Vehicles shall be maintained and / or serviced only at such authorised service providers. In the event that any invoice is received from a service provider that is not authorised by Lessor, lessor reserves the right to refuse to honour such invoices and charge such amounts to the Lessee.
- The Lessor may offer a **door to door** service while the vehicle is undergoing maintenance and repairs. Where the Lessee accepts such a service, any damages to the vehicle during this process will be treated as an accident and will accordingly be dealt with in the same way as an accident repair as handled by Lessor and shall be as per the coverage contracted for.
- The Lessor arranges for a **relief** vehicle in certain selected cities as specified in the relevant vehicle lease contract. For normal service repair and maintenance, if a vehicle is detained in a workshop beyond a day, Lessor shall provide a back-up / relief vehicle the following day. This shall not apply to accident, damage repairs, theft or total loss cases unless specified in the supply conditions in the vehicle lease contract. The relief vehicle may be invoiced as part of a package defined in the vehicle lease contract or on demand and not included in a package. Where it is invoiced as part of a package, providing the supply conditions within this package are met, the costs of providing the relief vehicle will be met by Lessor for renting a vehicle in the contracted category with standard fittings within the contracted area. Lessor shall invoice the Lessee for any use of a relief vehicle outside the city limits or beyond the contracted area.  
Relief vehicle services provided outside of the vehicle lease contract will be at the Lessee's request and will be charged separately.
- The Lessor provides 24 (twenty four) hour **emergency breakdown** services in certain selected cities in case the vehicle is immobilised on the road as specified in the relevant vehicle lease contract.
- The Lessor provides a **partial damage loss waiver service** whereby it pays the difference, if any, between the damage repair invoice of the authorised service provider and that reimbursed by the insurance company for eligible claims. This service is available if provided for in the relevant vehicle lease contract. This service will not be available in the event of theft of a vehicle / parts or total loss or if the insurance company declares a claim to be invalid. Lessor

reserves the right to withdraw this service for future vehicles after giving a written notice to the Lessee. In case of any adverse claim histories, Lessor also reserves the right to revise the damage waiver charges for the existing vehicles.

Notwithstanding anything noted above, the Lessee may take up an option to exclude any or all of the fleet management services detailed in clause 5.5 to 5.10. The services contracted for will be included in the relevant Vehicle Lease Contract.

Where the Lessee takes up an option to exclude the cost of maintenance from the lease rate, the Lessee will be responsible for the following (this is to be read with clause 5.6 and 6.11).

- to ensure that all scheduled and non-scheduled maintenance is carried out only at Lessor authorised dealer workshops and other authorised service providers
- to ensure that all scheduled maintenance is carried out in accordance with the manufacturers' specifications ensuring that all warranty conditions are met.
- to ensure that all non-scheduled maintenance is carried out as required to ensure that the car is maintained in good working order
- to ensure that copies of all maintenance repair orders, invoices etc. relating to the above are sent within 5 working days to the Lessor
- to settle the costs of maintenance incurred above directly with the respective authorised dealer workshops and other authorised service providers
- within three months of the expiry of the normal lease term the Lessee will agree to have an inspection of the vehicle carried out at an Lessor approved service provider to ensure that the vehicle condition meets the definition of "standard condition" as defined in clause 7.2 of this MLA and where this condition is not met, rectification work will be required as per clause 7.3.
- Clause 6.15, 6.14 a) ,b) & c) shall not apply
- Clause 6.13 is to be read as :

The Lessee is responsible for notifying the Lessor, prior to any maintenance work (including replacement of tyres & batteries). A supplier approved by the Lessor shall perform all maintenance work. All risks and damages in view of the repairs done by non-approved supplier shall be on account of the Lessee. Lessor reserves the right, in the event of abnormal consumption of consumable elements that can be easily removed (headlight bulbs, batteries, brake pads etc.), to have the vehicle undergo a technical inspection by an approved service provider.

## **5.6 Vehicle Custody, Use, Maintenance and Repairs**

- Upon delivery, the Lessee should inspect the vehicle to confirm that it meets the requirements of their order. Details of the vehicle and the related terms should be checked with the vehicle lease contract. Upon request, the Lessee undertakes to allow the Lessor to apply a visible indication inside the vehicle, at a place of Lessor's choice.
- By taking possession of the vehicle, the Lessee accepts legal custody thereof. It will bear the consequences of any event occurring during the lease period making the Lessee liable towards third parties and/or immobilizing the lease vehicle, whether covered by its insurer or not as per the Act. If the vehicle is immobilized for any reason, the Lessee may not claim any compensation from Lessor. The Lessee's liability will extend to the consequences of events arising during the lease period but causing prejudice that is not revealed until after the vehicle is returned to Lessor. All liabilities whether financial or legal arising during the term of the vehicle lease contract shall survive the termination of the vehicle lease contract or this MLA.

- The Lessee agrees to comply with all laws, rules and regulations relating to the transportation, possession, operation and use of the vehicle and assumes all liabilities including injuries to or death of persons arising from or pertaining to the same. The Lessor makes no express or implied warranties including those of merchantability or fitness for the particular use of the vehicle. The Lessee does hereby indemnifies and agrees to keep indemnified and hold safe and harmless the Lessor against all such liabilities and also against loss of vehicles by seizure by any person other than the Lessor for any reason whatsoever or resulting from any legal process instituted by any person other than the Lessor. This Indemnity Clause shall survive the termination of this MLA and the relevant vehicle lease contract, in so far as they pertain to the events/ occurrences that transpired during the period of the lease. Any fees, taxes, or other charges legally payable by the Lessee in relation to the possession and use of the vehicle and which is paid by the Lessor in the event of the Lessee's failure to pay shall at the Lessor's option shall become immediately due from the Lessee to the Lessor.
- In the event of vehicle seizure, the Lessee undertakes to advise Lessor without delay, to make all declarations and to take all steps to protect the Lessor's property rights. If release proves impossible within 10 (ten) days of the seizure, the vehicle lease contract will be terminated automatically, with the responsibility resting exclusively with the Lessee, which must then pay the Lessor such termination compensation specified in clause 14 (b) of this MLA below. The Lessee shall also reimburse the Lessor for all expenses and costs resulting from this seizure.
- The Lessee agrees to ensure that the vehicle is kept free of a lien, mortgage, pledge, loan or lease and to not sell or attempt to sell or transfer the vehicle. The Lessee agrees not to assign or sublet the benefit of this MLA. Any changes in corporate ownership of the Lessee must be notified to the Lessor in order to ensure that documents and records are updated and in place. Any liabilities arising shall be the sole responsibility of the Lessee.
- The Lessee agrees not to suffer or permit the vehicle to be used for the purposes of any modifications, racing, pace making, rallies, reliability trials, speed testing, driving tuition, a public transport or vehicle on hire or to be used by any person who does not hold a valid driving license.
- The Lessee must use the vehicle in compliance with the traffic laws and regulations. The Lessee may not carry out any type of conversion that modifies the vehicle's characteristics as defined by the government vehicle testing service.
- The Lessee will ensure the safekeeping of the vehicle documentation that has to be produced on demand by the police or representatives of the tax authorities. If these documents are lost or stolen, the Lessee will bear the cost of obtaining duplicates.
- The Lessee will bear all current and future expenses, duties, taxes, levies, fines and penalties relating to the hire, possession and use of the vehicle. Lessor must be reimbursed for such costs immediately on request if it has advanced them.
- The Lessee shall not, without prior written approval from Lessor, which shall not be unreasonably withheld, take or leave the vehicle outside the Contracted Area on a permanent basis. If the vehicle is left outside the Contracted Area, the Lessee shall bear the full responsibility for the transportation of the vehicle, all financial risks and all costs in connection therewith shall be charged to the Lessee. All obligations of Lessor with respect to the vehicle shall cease while the vehicle is taken outside the Contracted Area. If the Lessee does not take the necessary steps for the transportation of the vehicle, Lessor shall have the



right to transport the vehicle itself or take the necessary steps to have it transported and the Lessee shall reimburse Lessor or any other person instructed by Lessor for any costs incurred in this connection. The Lessee irrevocably authorizes Lessor to take such steps without reference to the Lessee.

- For the entire contract period, the Lessee must use the vehicle under normal conditions, maintain in good working order making basic checks such as engine oil levels and ensure that the vehicle undergoes services recommended by the manufacturer and any necessary repairs carried out including tyres and batteries through Lessor or its approved service provider and according to the handbook published by the manufacturer.
- If the user of the vehicle is not an employee of the Lessee or the vehicle has been allotted to another employee, Lessor must be immediately given the name of the person with all required details authorized by the Lessee to drive the lease vehicle.
- The Lessee is responsible for notifying the Lessor, prior to any maintenance work (including replacement of tyres & batteries). A supplier approved by the Lessor shall perform all maintenance work. If a non-approved supplier performs work, Lessor will cross charge the Lessee the difference between the rate charged by the non-approved supplier and the rate negotiated with its approved suppliers. All risks and damages in view of the repairs done by non-approved supplier shall be on account of the Lessee. Lessor reserves the right, in the event of abnormal consumption of consumable elements that can be easily removed (headlightbulbs, batteries, brake pads etc.), to have the vehicle undergo a technical inspection by an approved service provider.
- Vehicle maintenance services exclude the following:
  - a) Fuel and additives
  - b) Washing & cleaning, polishing, anti-rust treatment, Teflon coating, flat tyres and parking
  - c) Additional accessories, fitments, repairs or consequential repairs arising out of such fitment on the vehicle, not originally fitted by the manufacturer (accessory fitted by an authorized dealer(s) is also part of the exclusion)
  - d) Any repairs resulting from abnormal use of the vehicle, failure to follow the manufacturer's handbook and service book, faulty use (lack of oil, driving with a warning light on etc.) or a problem due to poor fuel quality or a fuel error.
- Lessor will pay approved service providers directly for repairs provided. If the Lessee in an exceptional circumstance pays a repairer for an invoice, this will be reimbursed. The invoice must be drawn up directly by the approved repairer in Lessor's name and receipted, or issued by the Lessee in Lessor's name and accompanied by a copy of the repairer's invoice, drawn up in the Lessee's name and receipted. A lessor undertakes to facilitate the maintenance operations carried out by repairers but may not be held liable for any failings or delays by the repairer.
- The Lessee undertakes to present the vehicle for any official technical inspections that it must undergo under the appropriate regulations. Should the Lessee fail to observe the dates specified by the regulations, it will bear all the consequences including consequences under the rules and regulations.

## 5.7 Insurance

- In the event of any damage being sustained to the vehicle, the Lessor must be notified within 24 hours of its occurrence and to hand over the damaged vehicle to Lessor or its authorized agency whether or not a claim is being made against the insurers, and to permit the vehicle to remain for the purposes of repairs.
- All insurance and damage related issues shall be subject to the terms, general exceptions, conditions and endorsements contained in the insurance policy. The Lessee authorizes Lessor to do all such acts and deeds and take all necessary steps as may be required in the circumstances including steps to retrieve the vehicle, appear before competent authorities, furnish bonds, etc on behalf of the Lessee.
- The Lessee agrees not to do or permit or suffer to be done any act or thing, which may make void or void able any policy of insurance covering the vehicle or render the policy monies irrecoverable or any act or thing which may invalidate the manufacturer's warranty applicable to the vehicle. If no claim made on account of an act of omission or commission on the part of the Lessee the Lessee alone shall be liable for such claim to Lessor.
- Damage coverage for vehicle or accessory:
  - a) Partial damage, the difference amount between the actual amount incurred in repairing the damage to the vehicle and the actual amount recovered under the insurance policy for the said claim. Such difference if any shall be payable by the Lessee based on an invoice raised by Lessor unless partial damage loss waiver protection has been taken out. Damage waiver covers partial damage for a standard vehicle. It does not cover additional accessories fitted to the vehicle, partial theft, total theft or total loss and claims which are not eligible or rejected by an insurance company.
  - b) Partial theft/ malicious damage, the Lessee shall obtain from the nearest police station a copy of the First Information Report ("FIR") that clearly specifies the vehicle details and to furnish Lessor with all relevant documents. Subsequent settlement shall be same as that for partial damage.
  - c) Theft or Total loss, the Lessee shall obtain from the nearest police station a copy of the ("FIR"), a No Trace Certificate (if applicable) from the same police station, a letter on the Lessee's letter head authorizing Lessor to obtain all necessary documents relating to this incident. The Lessee shall forthwith deliver to the Lessor all such documents, original keys (with duplicates) and information as the Lessor may from time to time require in order to effect a settlement with the insurance company.

In case if vehicle is not certified not traceable" or for some reason the claim is not eligible for settlement by the insurance company, the vehicle lease contract shall be terminated in accordance with clause 14.1 of this MLA below as applicable

- Under no circumstances shall Lessor be held liable towards the Lessee or a third party. Any such liabilities arising during the normal lease term shall be the sole liability of the Lessee which it shall meet from its third party liability coverage, unless such liability arises from gross negligence of Lessor.
- The Lessee undertakes to facilitate the settlement of all cases of damage by providing relevant information from time to time and taking all the steps required, on request by Lessor. Lessor reserves the right to initiate an investigation in the event of any loss occurrence.

- Whilst holding an option to seek expert advice, Lessor may itself decide whether a vehicle should be repaired. No repairs will be carried out if the vehicle is technically no longer repairable or if the costs of repair are disproportionate to the then book value and / or its remaining duration.
- Goods carried in the vehicle will not be insured by Lessor under any circumstances, including cases of cooling failure. The Lessee must therefore take out an insurance policy for such goods with a waiver of recourse against the Lessor. Any damage caused to the vehicle due to above shall be repaired at the cost of the Lessee.
- The Lessee agrees that all insurance proceeds shall be applied:
  - (a) in making good the damage, or
  - (b) in replacing the vehicle or any item thereof by other similar vehicle or item to which the terms of this MLA shall apply provided that in the event of irreparable loss or damage to the vehicle as a whole, the Lessor shall be entitled to terminate this MLA or the relevant vehicle lease contract as the Lessor may decide and the Lessee shall promptly pay to the Lessor the amount of future receivables then remaining unpaid for lease period computed in the manner set out in clause 14 (b) of this MLA. The Lessor shall, in such event, refund to the Lessee any insurance claim subsequently received by the Lessor.
- Where it is agreed between Lessor and Lessee to purchase only the statutory minimum coverage from an insurance company, the Lessor undertakes to meet directly the costs of any repair work carried by workshops in consideration of a monthly fee included in the relevant vehicle lease contract. In such cases, where there is a theft or total loss, the Lessor shall exempt the Lessee from all obligations pertaining to the specific vehicle lease contract upon payment of a onetime fee equivalent to 3 (three) months lease rentals at the date of the particular theft or total loss. Where the Lessee fails to fulfill its obligations as mentioned above with regard to a theft or total loss, the Lessor retains its right to terminate the relevant vehicle lease contract under the provisions of Clause 14.1. Where the Lessor notes an abnormal history of thefts or total losses in respect of any vehicle lease contract, it reserves the right to review this arrangement.

## **5.8 Term and Kilometers**

- Before the specific conditions are signed, the Lessee will assess the lease period and the distance in kilometers that it expects the vehicle to travel during this period. These estimates, on which the calculation of the lease charges is based, will be stated in the relevant vehicle lease contracts.
- Should the maximum technical kilometer age stated in the relevant vehicle lease contracts and the end of the vehicle lease contract period be exceeded in the absence of Lessor's agreement, any additional kilometers traveled beyond these limits will be invoiced in accordance with the vehicle lease contracts which will be in addition to the monthly lease rental.
- The kilometer age is an essential factor in the economics of the vehicle lease contract so Lessor may demand the kilometer age of the lease vehicle at any time. The Lessee must ensure that the dashboard kilometer age counter remains in working order at all times and notify Lessor of any malfunction by e-mail without delay. In the event of any defect in the kilometer age counter, Lessor will be entitled to apply, from the date of the latest proven

reading until the date of repair of the counter, a daily kilometer age calculated according to the average distance actually traveled by the vehicle since coming into service, as observed on the date of the latest proven reading.

- In the event of any tampering with the kilometer age counter, Lessor will be entitled to terminate the relevant vehicle lease contract under the conditions laid down in clause 13.1 of this MLA below.
- The total term of the vehicle lease contract shall not exceed a period of 60 months from its first day of purchase by the first owner.

### **5.9 Imposts, Taxes and Other Charges**

- The Lessee shall maintain the vehicle during the period of this MLA and till the vehicle is delivered back to the Lessor in good working order and condition, bear all impost, charges and other duties, taxes and penalties as may be levied from time to time by the Central and/or the State Government or local Municipal or any Government Agencies. If the Lessee fails to pay the monies referred to hereinabove, the Lessor may pay the same and the Lessee shall reimburse all sums so paid together with interest @ 15% p.a.

### **5.10 Invoicing and Payments**

- All invoices shall be raised monthly in advance. Invoices shall be sent as a soft copy by 30th of the month which is payable by 10<sup>th</sup> of the following month by the Lessee. For new vehicles delivered during the month, invoices for the same shall be raised for the period from the date of delivery up to the end of that month and this will be forwarded along with the regular monthly invoices of the subsequent month
- Invoices are deemed payable immediately at the date of the invoice irrespective whether the vehicle is in actual use or not or is undergoing repairs or maintenance. A soft copy of the invoice is deemed sufficient for the purposes of requesting settlement of amounts due to the Lessor.
- Any amounts not paid by the contractual payment date will give rise to the payment of default interest at the rate of 15% per annum. However, these penalties will only be due if Lessor serves a formal notice to pay referring to its decision to claim them.
- The Lessee irrevocably agrees that the lease amount/rentals will be increased by any incremental taxes whether Sales Tax, GST, Lease Tax, Service Tax or Excise Duties and/or change in the depreciation rates or any other related and consequential charges levied on this transaction now or hereafter as also by any increase in the purchase price of the vehicle in the intervening period between placement of the order and its acceptance and the eventual delivery of the vehicle. Where any of the above items result in a reduction in the purchase price of the vehicle in the period between placement of the order and its acceptance and the eventual delivery of the vehicle, Lessor agrees that the lease amount / rentals will be decreased accordingly.

### **5.11 Amendments during the Contract**

- The Lessee may request the amendment of contractual terms at one time during the lease term.
- Amendments to the lease period and kilometer age must enable actual use of the vehicle under the addendum concluded while correcting observed or foreseeable differences. Such amendment request shall only be made / considered after completion of first 12 months after contract but not made within the last 12 months of the contract.
- Maintenance, Insurance and Damage Repair services may not be cancelled during the contract.
- Amendments to services will take effect on the first day of the month following the request.
- The Lessor reserves the right to effect a contract amendment where it considers that the estimated kilometreage is likely to be at significant variance from that envisaged in the vehicle lease contract.

### **5.12 Early Termination of the MLA and / or Vehicle Lease Contracts**

- This MLA or the relevant vehicle lease contracts, as the Lessor may at its sole discretion decide may be terminated automatically in any of the following events.
  - (a) The Lessee fails to comply with any of its obligations under this MLA, particularly by defaulting on the lease charges in principal or incidentals and such default continues for five days of receipt of written notice thereof to Lessee.
  - (b) Lessee shall commit an act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors, or consent to the appointment of the Trustee or Receiver, or either shall be appointed for the Lessee or for a substantial part of its property or bankruptcy, re-organisation or insolvency proceedings shall be instituted by or against the Lessee, voluntary, or otherwise; or
  - (c) Lessee shall suffer an adverse material change in the financial condition from date hereof, and as a result thereof, Lessor deems itself or any of its vehicle to be insecure; or
  - (d) Lessee shall be in default under any other lease agreement at any time executed with the Lessor has been declared to have been in default by any bank or financial institution; or
  - (e) Lessee does or suffers any act or thing or omits to do or suffer any act or thing whereby or in consequence of which the vehicles may be or are likely to be endangered, attached or taken in execution under any legal process or by public authority; or
  - (f) Lessee by any act or omission gives to the Lessor reasonable grounds to consider that its rights may be prejudiced or be in jeopardy.

- (g) A complete write-off of a vehicle. In the event of definitive theft, termination will take effect ninety days after the date of the theft. Provided however, if the vehicle is discovered within ninety days and declared a write-off, the date of effect of termination will be the date of the discovery of the vehicle. If the estimated cost of the repairs exceeds the difference between the market value according to an independent adjuster and the accepted salvage value (best purchase offer made to the Lessor), Lessor reserves the right to declare the vehicle non-repairable and thus give rise to termination of the vehicle lease contract at the time of this declaration. In the event of a total loss, the vehicle lease contract shall be terminated immediately.
- Where the Lessee informs Lessor in writing that it wishes to terminate this MLA and / or the relevant vehicle lease contracts, this will give rise to termination even though the contractual periods and kilometer ages have not been reached. Such termination will take effect 15 days following the receipt of this request to terminate from the Lessee. A termination shall not be done in the last six months of the lease period.

### **5.13 Consequences of Early Termination**

- On the occurrence of any of the events under clause 13.1 and 13.2 or at any time thereafter, the Lessor shall be entitled to:
  - (a) with prior notice, to remove and repossess the vehicle and for that purpose by itself, its servants or agents enter upon any land, building or premises where the vehicle is situated or is reasonably believed by the Lessor to be situated for the time being, and remove and dismantle the same and the Lessor shall not be responsible for any damage which may be caused by any such dismantling or removal of the vehicle.
  - (b) without prejudice to and in addition to the Lessor's rights provided hereinabove, to recover from the Lessee and the Lessee shall be bound to pay to the Lessor the following amount, viz :

**"Foreclosure Payment"** means an amount which shall include the following:

- **deficit recovery** if any, **which shall be the** difference between amount recovered by way of sale of the Leased Vehicle (where not less than two independent bids will be invited) and the Book Value of the Leased Vehicle; and
- all **arrears** of Lease Rentals and/or Fleet Management Fee due under this Agreement prior to the date of termination and / or any other amounts / debit notes raised on the Lessee by the Lessor in respect of the Leased / Serviced Vehicle(s); and
- **excess kilometer charge**, if any, which shall be the charge for the extra kilometers driven over the contracted kilometers at a rate mentioned in the Schedule A and Schedule B; and
- **"Pre closure Penalty"**, i.e., an amount equivalent to 2% of the Book Value of the Leased Vehicle.

**5.14 Waiver**

Any expressed or implied waiver by the Lessor of any default shall not constitute a waiver of any other default by the Lessee or a waiver of any of the Lessor’s right. All rights and powers of the Lessor under this MLA will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Lessor, and the Lessor shall not be deemed to have waived any of the Lessor’s rights or any provisions of this MLA or any notice given hereunder unless such waiver be provided in writing by Lessor and any waiver by the Lessor of any breach of the Lessee of this MLA or the relevant vehicle lease contract shall not be deemed a waiver of any continuing or recurring breach by the Lessee of this MLA or the relevant vehicle lease contract.

**5.15 Assignment**

The Lessor may charge or delegate to any person any of its rights under this MLA and the vehicle lease contract and any person to whom such rights are charged or delegated shall be entitled to the full benefit of the right(s) of the Lessor under this MLA and the vehicle lease contract. The Lessee shall not assign its rights or obligations under this MLA or the vehicle lease contract without the prior written consent of the Lessor.

**5.16 Stamp Duty**

The Lessee shall pay to the Lessor upon demand the stamp duty and registration charges, if any, payable on this MLA, and its duplicate and all lease agreements, deeds, writings and documents executed by and between the parties hereto in respect of the vehicles.

**5.17 Arbitration**

For any dispute arising over the interpretation, performance or termination of this agreement, such arbitration shall be governed by the Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be at Mumbai.

In witness whereof the parties hereto have caused these presents to be executed in duplicate on the day, month and year and in the form and manner mentioned herein below.

**LESSOR**

Signed and Delivered by the within named

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

Signed and Delivered by the within named

Date: **XXXXXXXXXX**

**ANNEXURE – A**

**FORMAT OF TECHNICAL BID FOR PROVIDING NEW  
ELECTRIC/PETROL/DIESEL VEHICLE (SUBMIT DETAILS SEPARATELY  
FOR EV/DV & PV)**

1. Name of the bidder.
2. Complete address and contact Nos. (Including mobile Nos.)
3. Income Tax Assessment particulars (Copy of PAN card and copy of the latest return of Income filed to be attached).
4. Service Tax Registration No along with copy of the Registration Certificate to be attached.
5. Details of vehicles given on hire in the past to government/government undertaking/government body (copy of the work orders to be attached):-
  - (a) Name and address of the parties to whom vehicles were given on hire.
  - (b) Period for which the vehicles were hired.
  - (c) Number of vehicles given on hire.

Sr.	Company Name & Address	Period	No. of Vehicles	Status of Org. Govt. office/Govt. Undertaking/ Autonomous body
1				
2				
3				



**ANNEXURE – B**

**FORMAT FOR SUPPLY OF FINANCIAL BID FOR PROVIDING ELECTRIC/PETROL & DIESEL VEHICLE**

<b>Sr. No</b>	<b>Description</b>	<b>Rate (Excluding Service Taxes)</b>
<b>A</b>	The rate for hiring of new model Electric/ Petrol/Diesel vehicle for 5 years and 120000 Kms ( <b>Without Driver and Fuel</b> )	Rs..... per month
1	Electric Vehicle	
2	Petrol Vehicle	
3	Diesel Vehicle	
<b>B</b>	<b>Extra charges per km beyond 120000 Kms.</b>	Rs..... per Kms.
1	Electric Vehicle	
2	Petrol Vehicle	
3	Diesel Vehicle	

## **ANNEXURE - C**

### **Cover Letter**

To,

The Secretary,

Maharashtra Electricity Regulatory Commission,  
Mumbai – 400005 (Maharashtra)

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

I / We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as “Implementing Agency” as per the defined scope of the work and in conformity with the said bidding document for the same. We hereby offer our best price and it shall be applicable during the evaluation/contract period.

I / We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quotes is inclusive of all cost likely to be incurred for executing this work. The prices quoted are inclusive of government taxes/duties except service tax.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security of 10% of contract value for the due performance of contract and in the form prescribed by MERC.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the terms & conditions mentioned in the bidding document.

Date:

Authorized Signatory

Name:

Designation:

## **ANNEXURE - D**

### **Pre-Bid Queries Format**

**Name of the Company/Firm:**

**Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Company/Firm Contacts:**

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query / Clarification Sought:**

Sr.No.	RFP Page No.	RFP No.	Clause	Clause Details	Query/Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

**ANNEXURE - E**

***Bidder's Authorization Certificate***

To,

The Secretary,

Maharashtra Electricity Regulatory Commission  
Mumbai 400005.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified Signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Note: Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

**ANNEXURE - F**

***Self-Declaration – No Blacklisting***

To,

The Secretary

Maharashtra Electricity Regulatory Commission  
Mumbai 400005.

In response to the Tender/ NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State/ Semi-Government/ or other Govt. subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## **ANNEXURE - G**

### *Certificate of Conformity/ No Deviation*

To,

The Secretary,  
Maharashtra Electricity Regulatory Commission  
Mumbai 400005.

### **CERTIFICATE**

This is to certify that, the specifications I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end

Implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place: