



Mumbai Metro Rail Corporation Limited, (MMRCL)
(JV of Govt. of India & Govt. of Maharashtra)
NaMTTRI Building, Plot # R13, E Block, BKC,
Bandra (East), Mumbai – 400 051
Web:www.mmrc.com

E-Tender

Mumbai Metro Rail Corporation Limited (MMRCL) Invites bids from eligible Bidders through Tender details areas under.

Sr. No.	Parameters	Details		
1	Tender/Bid No.	MMRC/Admin/E-Tender-Air Travel Agency/2017		
2	Division	Administration		
3	Name of Tender/Bid	EMPANELMENT OF TRAVEL AGENCY FOR BOOKING / ISSUING OF (DOMESTIC & INTERNATIONAL) AIR TICKETS, VISA, PASSPORT, HOTEL ACCOMMODATION, RAIL TICKETS (Domestic & International) and FOREIGN EXCHANGE TO CORPORATION		
4	Contact details	MMRCL TEL. No.- 022 – 26384660, 26384614 Email: - Sardeshmukh.Madhavi@mmrcl.com		
5	Important dates	Milestone	From Date/time	To Date/time
		Bid document download	20.12.2017 (09:00 hrs)	05.01.2018 (18:00 hrs)
		Pre-bid meeting	22.12.2017 at (11:00 hrs)	
		Bid Preparation and Submission	20.12.2017 (09:00 hrs)	05.01.2018 (18:00 hrs)

For details, please refer e-tendering E- tendering site: www.tenderwizard.com/MMRC
Help: Please contact Tender wizard helpdesk at 011-49424365, India Contact Timings: 09.00 Hrs to 20.00 Hrs (GMT + 5.30) or Cell No.: 7666563870/8013426317

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MUMBAI METRO RAIL CORPORATION LTD.
MMRC Building, Bandra-Kurla Complex, Bandra, Mumbai- 400 051

No. MMRC/Admin/ Air Travel- /2017

Date: 19/12/2017

NOTICE FOR INVITING TENDER

Administration Department for and on behalf of Mumbai Metro Rail Corporation Limited, invites e- tenders in the prescribed Form, online i.e. Technical Bid and Financial Bid for award of contract "From reputed Travel agencies for providing Air Tickets, Rail and Road tickets, for both domestic & International travel Visa, Passport, Insurance, Foreign Exchange and Hotel accommodation to Corporate Office of Mumbai Metro Rail Corporation Ltd.," from the prospective Bidders, as per following details:

1) Tender Schedule: -

Sr. No.	Nature of work	Estimated Cost of Work per year (In Rs.)	Cost of blank tender form. (In Rs.)	Earnest Money Deposit (In Rs.)	Contract Period
1	2	3	4	5	6
a)	Bookings of Domestic and International Air Tickets, Rail & Road Tickets	Rs. 60,00,000/-	Rs. 10,000/- + GST 18%	Rs. 1,00,000/-	Initially for 1year (Extendable yearly on satisfactory completion of services up to total 3years) including the initial period of 1 year on same Terms & Condition
b)	Providing Visa, Passport, Insurance				
c)	Providing Foreign Exchange				
d)	Hotel Accommodation in India as well as abroad				

Sr. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1.	Tender Authorization and Publishing	-----	21.12.2017 (10:00 hrs)	21.12.2017 (18:00 hrs)
2.	-----	Tender Document Download	20.12.2017 (09:00 hrs)	05.01.2018 (18:00 hrs)
3.	-----	Bid Preparation and Submission	20.12.2017 (09:00 hrs)	05.01.2018 (18:00 hrs)
4.	Pre-Bid Meeting	-----	22.12.2017 (11:00 hrs)	
5.	Tender Closing	-----	05.01.2018 (18:00 hrs)	
6.	Opening Envelope, A–Tender Fees, EMD	-----	08.01.2018 (10:01 hrs)	
7.	Opening Envelope, B–Technical Bid	-----	08.01.2018 (10:01 hrs)	
8.	Opening Envelope C –Financial Bid	-----	18.01.2018 (10:01 hrs)	

Note: Pre- bid meeting will be held at 11:00 hrs dated 22nd December, 2017 at 2nd floor, conference room NaMTTRI building, MMRCL, Bandra (East)

- 2) **Office Address:** Mumbai Metro Rail Corporation Limited, NaMTTRI Building, 2nd Floor, Plot # R 13, E Block, BKC, Bandra (East), Mumbai – 400 051
- 3) The tenders will be received through E-tender portal address on above mentioned MMRCL’s official address and will be opened by Tender Committee on scheduled date and time.

Note: The bidder is requested to see all the Conditions of Contract before quoting the tender.

4) Eligibility Criteria:

- i. **Past experience of similar works:** The tenderer should have experience of contract, booking and issuing air tickets for minimum three years or more, having minimum 35% value of the advertised tender cost (i.e. ` 21' Lakhs approx.)
- ii. **Financial status:** The average annual turnover of the tenderer / firm in last 3 years shall not be less than 1.5 times the estimated cost of this work (i.e. ` 90.00' Lakhs approx.) as per Income Tax Return to be submitted along with this tender. For this purpose, the tenderer are required to furnish Audited Accounts and Reports including Balance Sheet of the applicants for the last three years financial years 2014-2015, 2015-2016, 2016-2017.

5) The Tender Document can be downloaded from the website of the Mumbai Metro Rail Corporation Limited on payment of `10,000/- + 18% GST online on the same portal (non-refundable), on or from 19/12/2017 to 05/01/2018 between 10:00 hrs to 17:00 hrs on working days. The tender documents are non-transferable. The cost of tender form is not refundable. The details should mentioned as follows:

Name of Entity
Address of Entity
Email id
Contact no/ Mobile No.
Name of Authorized person with Designation
GSTN no
Tender no and date

6) The application not accompanied with the cost of Tender Document will not be considered.

- 7)** The interested Firms / Agencies may upload the Tender document complete in all respects along with Earnest Money Deposit (EMD) of ` 1,00,000/- (Rupees One Lakhs only) and other requisite documents up to 21:00 hours on 06/12/2017 on the MMRCL portal. Tenders not accompanied with the requisite amount of EMD shall be rejected. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
- 8)** The Mumbai Metro Rail Corporation Limited reserves the reserve the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice for assigning any reason. The decision of the MD,MMRCL in this regard shall be final and binding on all.

GENERAL INSTRUCTIONS TO BIDDERS (ITB)

All bidders must note that this being E-tender, bids received only through online on E-tendering portal www.tenderwizard.com/MMRC shall be considered as an offer. ***Any bid submitted in paper form will not be received and opened and shall be summarily rejected.***

9) Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website www.tenderwizard.com/MMRC which is the ONLY website for bidding their offer. Further, the procedure is as follows:

- a) Click on “Register Me” button
- b) Fill in their desired User ID, Company Details by their own.
- c) Vendor in possession of DSC Class III may insert Digital Signature Certificate token in computer’s USB drive, and click on “Update Digital Signing Certificate Serial No. From USB token”. A new PKI based Signer Certificate” window will open. Browse your Signer Certificate, enter token password and click on Register.
- d) For those without DSC, it is mandatory to apply for the DSC.
- e) Do not enter special character(s) in any field except “Email Address”, “Website (URL)” and “Alternative Email Address”.
- f) Then click on “Create profile”.
- g) You will be forwarded to “Document Upload” screen. Upload documents as specified in previous page. After uploading is completed, click on “Finish Upload”.
- h) You will be forwarded to Payment screen. Make registration payment.
- i) The User ID and system generated password with payment confirmation will appear on the next screen which can be printed for future reference.

For enabling the User ID, forward the registration acknowledgement to twhelpdesk680@gmail.com and twhelpdesk753@gmail.com along with a Request

Letter. Download the format for Request letter from Home page (available under Click to view Latest Circulars / Format). Letter should be duly signed with rubber stamp.

b) Applying Class III Digital Signature Certificate: (token issued upon registration)

Notes: The applicant/bidder is required to apply for a class III Digital Signature Certificate (DSC). Digital Signature Certificate which is obtainable from either the authorized agencies of CCA (Controller of Certifying Authorities in India www.cca.gov.in) or through the service provider M/s ITI Limited. There is fee payable to the authorized agency of CCA / M/s ITI Limited.

To obtain the DSC with M/s ITI, the fee is shown below.

(i) Procedure to be followed by Local Bidders for DSC

Please refer the Latest Circulars/manuals link in the home page of e-tendering Portal.

(Using the login ID, password and digital signature, enter the tender portal to purchase the tender document.

1. Pay processing fees and tender cost through e-payment gateway.
2. With the payment of processing fee and tender cost, the bidder can download the '**Technical bid**' (Microsoft Excel file '**Technicalbid.xls**') and '**Financial bid**' (Microsoft Excel file '**Financialbid.xls**') by clicking on the link "Show Form".
3. Download the '**Technical bid**' and '**Financial bid**' and save them without changing the file name. Fill up your quotations, save them. Then upload the '**Technical bid**' and '**Financial bid**' in appropriate links.
4. Attach supporting documents first in "Document Library". Then attach them by selecting in particular tender.
5. Submit your tender. You will receive a system generated "Acknowledgement Copy" of tender submission.
6. Bidder can change quoted rates any time before of closing date & time.

Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

Bidders should ensure that his system is virus free. MMRCL shall not be responsible for any blank or document which is corrupt due to virus infection.

Bidder manual & system requirement is available on website
www.tenderwizard.com/MMRC for necessary help.

SECTION – I

SCOPE OF WORK

1.0 Services to be provided are as under:-

Agencies should provide, booking of confirmed as well as wait listed, confirmation of wait listed Air tickets as desired by the corporation, shall be made collection of tickets for cancellation, up gradation / re-validation of tickets, delivery of tickets, or any documents. Also provide services for Hotel Accommodation, VISA, Travel Insurance, Foreign exchange and PASSPORT for the corporation.

The scope of work of the agency in brief is as under:

1.1 Booking, issuing & cancellation of domestic / International Air Ticket/ Rail & Roads tickets, providing Hotel Accommodation/VISA/ Travel Insurance/ Passport/ Foreign exchange etc.

1.2 The booking should be accepted on all working day as well as Saturday / Sunday / Public Holidays and during evening / night time. i.e. Round the Clock service desired from the agency.

The agency will provide 24 hours help line service number so that in case of any emergency in corporation / Traveler may contact the Agency. The tenders of agencies who do not have 24 hours' helpline facility will not be considered.

1.3 The Air tickets issued by the Airline Company should be delivered to the Mumbai Metro Rail Corporation Ltd.'s Office at Mumbai or at the Residences or through mail of Executive / Non-Executive in any part of Mumbai or Navi-Mumbai, as and when required as instructed by the authorized person at the cost of Agency. The Agency should also be in a position to deliver the tickets in other parts of India whenever required & send the SMS in the regard.

The Agency must have their own Office at Mumbai, to carry out day to day functioning.

1.4 Frequent Flyer Number is to be mentioned on every ticket. (if Frequent Flyer nos. given)

- 1.5 The agency should give quick response for booking of ticket etc. at the shortest notice and their capacity to arrange for tickets even at very short time i.e.1 to 3 hrs.
- 1.6 The Agency should give correct advice regarding most economical routes, fares, information's, flight schedules & availability of seats, regarding various scheme launched by Airlines which are economical, beneficial to Corporation etc.
- 1.7 Travel Agency shall give undertaking that if at any time any additional special incentive is given by Airlines the same shall also be passed on to Corporation.
- 1.8 The agency will pass on to Corporation all concessions / facilities extended by the airlines to the passenger on Air journeys booked by Corporation.
- 1.9 Ensuring receipts of proper statement from airlines on points gained on deal codes secured by Corporation. Assisting in securing deal codes with other airlines. Assisting Corporation Officers/ Employees in getting enrolled in frequent flyer Program.
- 2.0 Submission of a formatted monthly statement of bills raised showing discount provided to MMRCL. In addition to the above, the statement should also include the cost of ticket of Airline
- 2.1 Agency should submit monthly report pertaining to Air tickets booked for various airlines, Hotel and Other services provided to the Corporation.
- 2.2 For booking of Air Tickets, agencies should try to book the cheapest fare / lowest fare tickets available at the time of giving booking by, Corporation within half an hour of the said instruction(s).
- 2.3 The agency will inform the traveler as well as co-ordinate about the cancellation, or rescheduling of flights by the Airlines through phone / SMS immediately.
- 2.4 In case the tickets are not delivered within time the Agency will be solely responsible for the same and no payment will be made. In that case the agency may be liable to penalty clause mentioned herein after.

2.5 Hotel reservation, if required, in India and abroad at discounted tariff of the hotel without any service charges, and original bills (Tax invoice) of the hotel should be submitted for payment.

2.6 Hotel booking will be made on actual charges/rent with no extra cost towards service charges. However, cancellation will be charged towards service charges at the lowest quote mentioned in the tender.

2.7 All the reservations should be made as per the entitlement of the officer/ employees for whom the reservation are being done or as specifically instructed by the corporation.

SECTION II

TERMS AND CONDITIONS

1.0 Booking of Air tickets: -

- 1.1 The booking for Air tickets will be passed on to the agency over telephone by authorized representatives of this Corporation and the same will be arranged by agency within the specified time. The agency will deliver or mail the Air tickets to Corporation office or if required at the residence of employees in time and in case of any change or cancellation, the agency shall arrange for collection of the ticket and do the needful as per direction of Corporation / Authorized Officer & the same shall be inform by SMS to the concern officers & Corporation or any representative.
- 1.2 The booking call / request by corporation should be accepted on all working days as well as Saturdays / Sundays / Public Holidays and during Evening / Night time (24hrs x 365 days).
- 1.3 Intending Agency must have an established office preferably in Mumbai with telephone /cellular phone where requisition for Air Tickets or any other desired information can be conveyed / obtained during all the 24 Hrs. Telephone / cellular phone numbers must be specified in the Tender document.
- 1.4 In case of cancellation of the Air tickets, proof of actual cancellation charges, levied by Airline shall be produced by the Agency. Accordingly, MMRCL will pay the actual cancellation charges only.
- 1.5 The agency should inform the Corporation about the various incentives such as extra incentive / discount / complimentary ticket etc. being offered by various airlines or any promotional fare offered by the Airlines from time to time over and above the discount offered by them.
- 1.6 The agency shall make the tickets on cheapest fair. Any change in requirement must be addressed on priority.
- 1.6 Any special discount package offered by the Air Lines shall be made known and total benefit shall be forwarded to the Corporation.
- 1.7 Agency shall provide updated time table of various Airlines on every month to

Corporation free of cost.

- 1.9 Validity period of all classes of domestic / International Air tickets shall be Duly mentioned on the ticket.
- 1.10 If during the visit to abroad any sector remains unused, the Air Tickets Coupons will be passed on to the agency for refund and the agency shall arrange refund to the Corporation.
- 1.11 The requisition for booking of Air tickets must be taken by the agency from the authorized person of Administration Division or any person designated to be making requisition of tickets by the Corporation.
- 1.12 In case of failure to operate the contract, and if the work is got done through some other agency and any extra expenditure is incurred in this behalf the same shall be recovered from the Agency.
- 1.13 The Corporation reserves the right to get the job done through any of the agencies of the panel out of turn or any agency not included in the panel without assigning any reason thereof.
- 1.14 Any tickets made from unauthorized requestor shall not be considered for payment.
- 1.15 Issuance of Travel Insurance policy will be provided only on actual premium paid to the Insurance company
- 1.16 Issuance of International Rail ticket shall be on actuals.
- 1.17 Arranging Foreign exchange/travel insurance, if asked for, without any service charges.
- 1.18 Hotel reservation, if required, in India and or abroad at discounted tariff of the hotel without any service charges, and original bills of the hotel should be submitted
- 1.19 No additional freight or any other charges, etc., would be payable.

- 1.20 Tie-up with major Hotels for special rates in Metro/Major cities should be made.
- 1.21 Special handling and priority check-in at the airports as and when needed/ requested.
- 1.22 Arranging 24-hour additional layover on long haul flights as per itinerary.
- 1.23 Providing excess baggage ticket whenever required.
- 1.24 Handling the claim related to lost baggage from concerned airline.
- 1.25 The selected tenderers (herein after referred as Agency) will have to ensure fast and timely delivery of tickets by hand / email/ fax or MMRCL at the office situated at BKC, Bandra (East). At times the ticket and other related service will also be required at very short notice. Agencies shall not transfer or assign the contract to any person or sub-agent.
- 1.26 Corporation will deduct Income Tax at source under Section 194 - C or any other relevant section of the Income Tax Act with intimation to the agency.
- 1.27 Other Terms and Conditions as per GCC (General Conditions of Contract) will be applicable and is available with the office of the Admin Department, for reference.
- 1.29 Corporation reserves the right to reject any or all tenders without assigning any reasons whatsoever. Corporation reserves the right to disqualify such Tenderers who have a record of not meeting contractual obligation against earlier contract entered into with Corporation.

2.0 AWARD OF CONTRACT: -

- 2.2 The tenure of contract will be for one year from the date of award of contract with an option to extend for a further period of three years, renewal on yearly basis. The first allotment of the contract will be done for a period of one year and thereafter on the basis of satisfactorily performance the contract can be extendable on same rates, terms and conditions for another two years, each

extension being of one year each total period from the first award of contract shall not exceed 3 years.

2.3 Corporation will give Letter of Acceptance (LOA) to the agency. The agency shall submit the letter of consent and give his unconditional acceptance with duly stamped and signed on each page within 10 days.

2.4 Corporation can select next second tenderer as “stand-by-agency”. In case first selected agency is withdrawn his offer or refuse to commence the work after issue of LOA, then will give counter offer to the next selected agency. In such case the EMD amount of first selected tenderer shall be forfeited and he will be banned from taking part in any tender from this office. If the contract is terminated during the currency of contract period due to non-fulfillment of the contract conditions, or unsatisfactorily performance, then will give counter offer to next tenderer. In such case the security deposit amount of existing agency shall stand forfeited.

2.5 Corporation reserves the right to accept or reject any bid(s) or to accept whole or a portion of the tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidders.

2.6 The Corporation reserves the right to terminate the contract without assigning any reasons thereof, by serving to the agency a notice of one month to this effect, and on the refusal of the agency to accept this notice of termination of the contract or passive avoidance to do so, the said notice shall be sent by registered post on the address of the agency recorded.

2.7 Corporation shall also be entitled to appoint any other firm or company at its discretion to perform the job entrusted to the agency after termination of the agreement. Provided that the termination of the contract, as aforesaid, shall not absolve the agency of its liability regarding booking of Air tickets already entrusted to it in accordance with the direction of the Corporation.

3 TERMS OF PAYMENT:

3.1 The bill shall be submitted in Original as issued by the concerned airline, hotel Etc. to the Authority specified in contract along with Invoices of each booking duly mentioning the Name of Traveler, Date, Sector, Class, Basis fare, taxes, Total fare, discount etc. It is also required to submit monthly statement showing the details of Air Tickets booked on credit card /charges card. Payment shall be made by Finance Division through Account Payee cheque or RTGS.

3.2 GST will be paid by Corporation as applicable.

3.3 No advance payment will be made for any kind of booking. Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Administration. TDS under the provision of Income tax Act 1961 or any other amount as deductible towards, taxes, duties levies etc. will be deducted at source.

4 PENALTY CLAUSE:

4.1 In case the agency fails to book / provide or intimate non availability of tickets On time, the penalty will be 5% of the ticket cost and shall be imposed in case of each air ticket booking. (Note: - These conditions will come into force only where the agency is at fault and not under unforeseen circumstances.)

4.2 Recurrent occasion of such failure to provide ticket on time may also call for termination of agency.

5 **DISPUTE BETWEEN AGENCY:** - Corporation will not be responsible or liable in case of any dispute arising between the agencies and staff employed by the agency. All responsibilities of the shall vest with the agency alone.

SECTION III

Instructions to Bidder

1.0 Pre-Qualification Requirement for Bidders

Tender is invited under two bids system directly from the established, reputed and **International Air Transport Association (IATA)** approved travel agencies for providing Air ticket related services to the Corporation.

Technical Bid –

Technical Bid for “**Empanelment of Travel Agency for booking /issuing of Air Tickets/ Hotel/ VISA/Passport/Insurance to Mumbai Metro Rail Corporation Limited,**” contains the following documents.

1.1 Technical Bid Form - As in **Annexure – I**

1.2 Name of applicant / Partnership Firm / Company competent to enter into Contract under The Indian Contract Act 1872

1.3 The bidder must have Goods and Service Tax (GST) & Tax Identification Number (TIN) GST registration details and PAN number (Copies of the Certificates should be enclosed as a proof).

1.4 The bidder must submit the copy of Registration of **International Air Transport Association (IATA)**. (Attach copy) which is currently valid

1.5 Past experience of similar works: The tenderer must furnish list of clients in Government / Semi Government Sectors with address for booking and issuing domestic / international tickets work for minimum three years or more.

1.8 Financial status: The annual turnover of the tenderer / firm in last 3 years shall not be less than 1.5 times the estimated cost of this work (i.e. ` 90 Lakhs approx.) as per Income Tax Clearance Certificate to be submitted along with this tender. For this purpose the tenderer are required to furnish Audited Reports including Balance Sheet of the applicants for the last three financial years (2014-15, 2015-16, 2016-17).

1.9 Tenderer shall submit the Earnest Money Deposit (EMD) of `1,00,000/- (Rupees One Lakhs only) by the payment gateway.

1.8 Tender document having terms & Conditions duly signed by the Authorized Person of the Agency should be uploaded.

1.9 The bidder should send a copy of the latest Income Tax Returns (ITR) for the last three financial years.

1.10 Cost of Tender Form fee should be made by the payment gateway.

2.0 **Financial Bid.**

2.1 Financial Bid for ***“Empanelment of Air Travel Agency for booking / issuing of (Domestic/International) Air Tickets/VISA/PASSPORT/Hotel Accommodation /Rail ticket/ Foreign Exchange to Mumbai Metro Rail Corporation Limited,”*** contains the following documents.

2.2 Financial Bid As in **Annexure – II**

2.3 Bidders should quote their Discount offered / cancellation charges in the format given at **Annexure II of Financial Bid**. Incomplete bids will summarily be rejected.

3.3 In the first stage only Technical Bids will be opened for evaluation after cut off Time on the same day i.e. at 16.00 pm on 08/01/2018. The representatives of the tenderers, if they wish, may remain present while opening of the Technical Bids.

3.5 Financial Bids of only those bidders whose technical bids are acceptable / Qualified will be opened for the 2nd stage selection.

3.6 The Original copy of the Tender Document shall be duly completed, stamped and signed on all pages by the Tenderer or a person authorized to sign the Tender before uploading.

3.7 All rates shall be mentioned in figures as well as in words. In case the Discount Rates /Percentage / cancellation charges quoted in words & figures are at variance, the tender will be rejected.

3.8 The bidder should upload a declaration (for proprietor firm) / copy of Partnership deed (for partnership firm) / Registration Certificate of the company (for Pvt. Ltd /Public. Ltd Company) and the copy of IATA approval.

3.9 Only tenders complete in all respect and received on or before the due date and time shall be considered.

3.10 Corporation will reserve the right to award the contract to one or more agencies.

3.11 The bid shall be valid for a period for 180 days from the date of opening of the tenders.

3.13 The bidders should satisfy themselves before submission of the tender to Corporation that they meet the qualifying criteria and capability as laid down in the tender document.

3.14 Corporation reserves the right to reject any or all tenders without assigning any reasons whatsoever. Corporation reserves the right to disqualify such Tenderers who have a record of not meeting contractual obligation against earlier contract entered into with Corporation.

3.15 NEGOTIATIONS:

Corporation reserves the right to negotiate the offer submitted by the tenderer to bring down the rates to a reasonable level. The tenderer called for negotiations shall be required to furnish the following declaration before commencement of negotiation:

“ Ido declare that in the event of failure of contemplated negotiations relating to Tender No MMRC/Admin/Air Travel- /2017 Dated 20/11/2017. My original tender shall remain open for acceptance on its original terms and conditions.”

The tenderer must note that during negotiations, percentage (%) rate can only be reduced and not increased by the tenderer. In case tenderer introduces any new conditions or increases percentage (%) rate, his negotiated offer is liable to rejected and the original offer shall remain valid and binding on him.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS: -

- 1.1 **CORPORATION** means Mumbai Metro Rail Corporation Limited (MMRCL), its office situated at NaMTTRI Building, Plot #R13, E Block, BKC- Bandra (East), Pin 400051.
- 1.2 **TENDER OR BID:** - means the offer made by individual, firms, company, and for the execution of the work.
- 1.3 **TENDERER / BIDDER:-** The bidder means the Individual or Firm who participates in this tender and submits its bid.
- 1.4 **CONTRACTOR / AGENCY / FIRM:** - means the bidder whose bid will be accepted by and shall include such successful bidder, its legal representatives, and successors.
- 1.5 **EMD** shall mean Earnest Money Deposit.
- 1.6 **SECURITY DEPOSIT** it shall mean monetary guarantee furnished by the successful Tenderer for due performance of the contract concluded with it.

2.0 RECEIPT AND OPENING OF TENDERS: -

- 2.1 Tenders duly filled in will be received and opened on the same date and time indicated in the letter / Notice for Inviting Tenders. The tenders will be opened and the bidders or their authorized representative who intend to attend the tender opening are to bring with them letters of authority from the corresponding Tenderer as per **Annexure- VII**
- 2.2.1 If due date of receipt of tenders and / or that of opening of tender is declared to be a holiday, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3 Corporation reserves the right to postpone and / or extend the date of receipt /opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case' the bidders shall not be entitled to any form of compensation from the Corporation.

3.0 OPENING OF TENDER:

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder (**Annexure - VII**) with proof of identification.

4.0 Past experience of similar works:-

The tenderer should have experience of booking and issuing (Domestic / International) tickets work for minimum three years or more, in which they should have carried out work having minimum 35% value of the advertised tender cost. (i.e.` 21.0 Lakhs approx.)

5.0 EARNEST MONEY DEPOSIT:-

5.1 Earnest Money shall be forfeited in case of following circumstances:

- a) If the Tenderer withdraws or amends it's tender or increase in rates after opening of the tender but before the validity of the quotation expires.
- b) On refusal to enter into contract after award of contract.
- c) Un-satisfactory performance and / or Non-fulfillment of the contract conditions.

5.2 No interest is payable on the Earnest Money Deposit

5.3 Earnest Money Deposit of unsuccessful Tenderer will be returned without interest after Finalization of contract.

5.4 EMD amount of successful tender shall be adjusted against Security Deposit.

6 SECURITY DEPOSIT :-

6.1 The Agency shall deposit a sum of `Rs. 3,00,000/- as a security deposit to be paid to “**Mumbai Metro Rail Corporation Limited**” through payment gateway within 10 days from the issue of Letter of Acceptance for the due and complete performance of the provisions of the Agreement.

6.2 The Corporation shall be at liberty at any time and from time to time to appropriate, apply and use the security deposit aforesaid or any part thereof in or towards payment or satisfaction of all or any sum or sums which shall become due

or owing by the agency to the under this or any other Agreement but the provisions of this clause shall not prejudice any other remedy which the Corporation may be entitled to take or enforce for the recovery of any such sum or sums.

6.3 The security deposit referred to above may be confiscated by the Corporation in the event of any breach on the part of the agency of the terms of this Agreement or in the event of any thing becoming payable by the agency to the corporation and this notwithstanding any other rights and remedies of the at law or by virtue of this agreement.

6.4 In the event of security deposit or any portion thereof being forfeited, appropriated, applied or used by the Corporation under the provisions of this Agreement then the agency will on demand provide further security in the place of the security forfeited, appropriated, applied or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.

6.5 The security Deposit will be refunded on successful completion of the contract.

6.6 No interest is payable on the Security Deposit.

7 SELECTION OF AGENCIES:-

7.1 Stand by agencies may also be selected with the successful tenderer

8 DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by Corporation.

9.0 SUBMISSION OF TENDER DOCUMENT: -

Bid document will be available at MMRCL website. The uploaded Tender Document shall be treated as valid document for participation in the tender, but the cost of the Tender documents i.e. ` 10,000/- + 18% GST (Rupees Eleven Thousand Eight Hundred Only) (non-refundable) should be paid while downloading the document.

10.0 UNSATISFACTORY PERFORMANCE:

10.1 The contractor shall at all times ensure that his performance is satisfactory failing which shall be at liberty to impose such penalties as it deems fit.

10.2 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of Corporation, it shall be open to Corporation to terminate this contract by giving one-month notice in writing to that effect and if the contractor does not within one month after receipt of such notice proceed to make good his default, shall be entitled after giving 48 hrs notice in writing to terminate this contract as a whole or in part. In the event of such termination of the contract shall be entitled to forfeit the Security Deposit of the contractor.

10.3 If the extra expenditure incurred by Corporation on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the performance guarantee may be recovered by deducting the said amount from pending bills of the contractor or from money due to the contractor by under this or any other contract or otherwise. The contractor shall have no claim whatsoever against corporation in consequence of such recoveries or termination of the contract as stated above.

10.4 Notwithstanding what is stipulated above, Corporation will have the liberty to terminate the contract.

11.0 STRICT OBSERVANCE OF APPLICABLE LABOUR LAWS.

The Agency shall solely liable and responsible to observance strictly and comply the obligations under all applicable laws specifically labour laws. The agency shall be liable to indemnify the CORPORATION for any loss or damages occurred to the Corporation due to failure of agency to observe strictly or comply the obligation under all applicable labour laws.

12.0 INSOLVENT OR IS CONVICTED IN COURT LAW

If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an

insolvent or, if he is convicted by any court of law, Corporation will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

13.0 ILLEGAL GRATIFICATION:

13.1 Any bribe, commission, gift or advantage taken or promised to be taken by or On behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of Corporation's Office shall in addition to any criminal liability that the contractor may incur, entitle Corporation to rescind this contract and all other contracts with him and to take any other action as may be deemed fit by Corporation.

13.2. Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the executing of this or any other contract with Corporation shall, in addition to any criminal liability that the contractor may incur, entitle Corporation to rescind this contract and all other contracts with him.

13.3. The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of Corporation and if he shall do so, Corporation shall be entitled forthwith to rescind the contract and all other contracts with Corporation.

13.4 Corporation shall also be entitled to hold the contractor liable to pay to of any loss resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and Corporation.

13.5 Any question or dispute as to the commission of any offenses or Compensation payable to Corporation under these clauses shall be settled by the General Manager (Administration) of Corporation in such manner as he/she shall consider fit and sufficient and his decision shall be final and conclusive.

14.0 DEATH OF CONTRACTOR:-

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be

absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

15.0 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the corporation as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16.0 TERMINATION OF CONTRACT:

16.1 In case of any default by the Contractor in any of the terms and conditions (whether General or Special), may without prejudice to any other right /remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days' notice in writing to the Contractor.

16.2 All instructions, notices and communications etc. under the contract issued in writing and sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

16.3 The Corporation reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the agency a notice of one month to this effect, and on the refusal of the agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the agency recorded with the Corporation,

where after it shall be deemed to have been served on the agency. Corporation Shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the agency after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the agency of its liability regarding car hiring arrangements already entrusted to it in accordance with the direction of the Corporation representative.

17.0 ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a Sole Arbitrator to be approved by Chairman & Managing Director of Corporation and Arbitration proceedings shall be conducted in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

18.0 GOVERNING LAWS AND JURISDICTION:

This contract shall be govern by all Indian laws and subject to jurisdiction of Courts at Mumbai.

* * * * *

Passport size
photograph of
the Bidder /
Authorized
Signatory
holding power
of Attorney

ANNEXURE- I

Schedule of Requirement (To be kept duly signed and stamped in Envelope I)

Technical Bid

I / we, _____ have read the various conditions to the tender attached hereto and agree to abide by the said conditions and submitting my technical bid as under:

Sr. No.	Particulars Details to be filled in by the Agency	Documents
1	Name of the Firm / Agency	
2	Registered Office / Business address of the Agency	
3	Name of Contact Person	
4	Tel. / Mob No. E-mail address:	
5	Nature of Company (whether Proprietorship / Partnership / Limited Company / or any other {specify} enclosed proof).	
6	PAN No. of the Agency (Attach copy of the PAN Card)	
7	GST Registration No.(Attach copy)	
8	IATA No. and validity of IATA Certificate. (Attach copy)	
9	Past experience of similar works: (attach copies of relevant documents)	
10	Service required (Round the Clock) 24 x 7 days (365 days) Phone/ Mobile No.	
11	Registration certificate under shop act (Currently Valid) C	

12	Financial status: The annual turnover of the tenderer / firm in last 3 years (attached audited reports including balance sheet for the last three years)	
13	Income Tax Return: (Attach copy of ITR Financial Years). Copy of ITR (2014-15) Copy of ITR (2015-16) Copy of ITR (2016-17)	
14	Details of Earnest Money Deposit	Bank Details
15	No. of branches A) Office at Mumbai – (address _____) B) Office in other metro cities (min. 2 cities)- (address _____) (address _____) (address _____).....	

I/We undertake, if my / our Bid is accepted, to providing Air Tickets as per your requirements.

If my / our Bid is accepted, I/We will submit Performance Guarantee in the form of Through website for the due performance of the Contract conditions.

I/ We agree to abide by this Bid for a period to 90 days from the date of Bid, opening a Bid and it shall remain binding upon me/us and may be accepted at any time before the expiring of that period.

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

I / We also agree that I will attend the negotiation meeting if required. Bid submitted by me/ us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I / We understand that is not bound to accept the any bid that may receive.

It is certified that the above information / certificates are true and in case of any of these is found to be false we shall be liable for any action as decided by the Mumbai Metro Rail Corporation Limited.

(Signature of the Tenderer)

Place:-.....

Date:-.....

ANNEXURE – II

Financial Bid.

(Please find Financial Format as Excel sheet on e-tender portal)

Sr. No.	Air Travel	Unit Min. 0.5% or more discount should be quoted
A	For Booking of Domestic Air Tickets	Discount in % (on Basic Fare)
01	Air India	
02	Jet Airways	
03	Indigo Airways	
04	Spice Jet	
05	Vistara Airlines	
06	Any other or any New Airlines launched (specify name.....)	
B	For Booking of International Air Tickets	
06	Emirates Airlines	
07	Etihad Airways	
08	Singapore Airlines	
09	Any other or any New Airlines launched (specify name.....)	
C	Other Services	Charges to be levied by the Bidder
1)	Hotel Accommodation service charges	
2)	Visa Service Charges	
3)	Passport Service Charges	
4)	Travel Insurance Service Charges	
5)	Any other related Service Charges	

2. Discount on Co-Branded Credits Cards.

Description	In %
Discount	

I / We have gone through the contents of the application form carefully. The information supplied by me /us is/are true to the best of my/our knowledge and belief and nothing has been concealed there from. I/We shall abide by the terms and conditions of the Corporation.

Date: _____

Place: _____

Signature of the Authorized person of the Agency

ANNEXURE – III (A)

SELECTION PROCEDURE:

The selection of agencies shall have following process:

Technical Bid

<u>Sr. No</u>	<u>Particulars</u>	<u>Eligibility Criteria</u>			
		Min 3yrs.	Above 4yrs. to 7yrs.	7yrs. To 10yrs.	Above 10yrs.
1)	Years of Experience	5marks	7 marks	10 marks	15marks
		90Lacs.	90Lacs to 1 Cr	1 - 3Cr.	Above 3Cr.
2)	Turnover (Average for 3yrs.)	5 marks	7 marks	9 marks	10 marks
		21 Lacs.	22-50 lacs.	50 above	
3)	Min. Air Ticket booking average for 3yrs.	5 marks	7 marks	10 marks	
		4)	Service Round the clock	5 marks	
5)	No. of branches	5 marks			
	A) Office at Mumbai				
	B) Office in other metro cities (min. 2cities)	5 marks			

Note: - The bidder with less than 50% (25 marks) shall be considered ineligible for financial bid evaluation

Annexure III (B)

FINANCIAL SELECTION:

A.	<u>Weightage will be given to the agencies on following points.</u>	<u>0.5 % - 0.99% (1mks)</u>	<u>1.0% - 1.5% (2mks.)</u>	<u>Above 1.5% (5mks.)</u>	<u>Total Marks</u>
1	Discount offered on Air India:				45
2	Discount offered on Jet Airways				
3	Discount offered on Indigo Airlines:				
4	Discount offered on Spice Jet Airlines:				
5	Discount offered on Vistara Airlines				
6	Discount offered on Emirates Airlines				
7	Discount offered on Etihad Airways				
8	Discount offered on Singapore Airlines				
9	Discount offered on Any other or any New Airlines launched(specify name.....)				
B	Other Services	Charges to be levied by the Bidder			
1)	Hotel Accommodation service charges	5marks			25
2)	Visa Service Charges	5marks			
3)	Passport Service Charges	5marks			
4)	Travel Insurance Service Charges	5marks			
5)	Any other related Service Charges	5marks			
				Grand Total	70

Note:- In case of B above the lowest bidder will be awarded full 5 marks in each category & the remaining bidders shall be awarded marks proportionately.

ANNEXURE IV

NO RELATION CERTIFICATE

I.....

S/O.....

R/O hereby certify that none of my relative (s) as defined in **Section –item** . of tender document called for Empanelment of Air Travel agency to are employed in Mumbai Metro Rail Corporation Limited as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, Mumbai Metro Rail Corporation Limited shall have the absolute right to take any action as deemed fit / without any prior intimation to me”.

Place:-.....

(Signature of the Tenderer)

Date:-.....

ANNEXURE – V

EMD / SECURITY DEPOSIT NOT FORFEITED CERTIFICATE

I hereby declare that I am not Black Listed in any Limited Tenders or any other state and my EMD / Security Deposit / Performance Security Deposit was not forfeited by Mumbai Metro Rail Corporation Limited or any Government Departments by Public Sector Undertaking.

Place:-.....

(Signature of the Tenderer)

Date:-.....

ANNEXURE – VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: - Authorization for attending bid is opening on..... (Date) in the tender of

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) as under :

Name	Specimen signature
1

Place: -..... (Signature of the Tenderer)

Date:-.....

- Note: 1. One representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case Authorization as prescribed above is not received.
 3. The authorized representatives of the bidders have to bring along with them the 'Letters of Authority' from the corresponding bidder on his letter pad along with his/her Identity card and submit it before opening of the bids.

* * * * *