Maharashtra Tourism Development Corporation (MTDC)

REQUEST FOR PROPOSAL

Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches (Second Call)

Tender ID:- MTDC/DOT/ Vinyl Wrapping/2019

October 2019

Maharashtra Tourism Development Corporation Ltd.
Apeejay House, 4th Floor, 3 DinshawVachha Road,
Near K.C College, Churchgate, Mumbai-400 020.
Tel No: (022) 68180965/45/47
Website: www.maharashtratourism.gov.in
Maharashtra Tourism Development Corporation Ltd.,
Registered Office: Apeejay House, 4th Floor, 3 Dinshaw Vaccha Road,
Churchgate
Mumbai- 400 020. Tel.- 022-22044040, Fax – 022-22852182

E- Tender Notice No. MTDC /DOT/ Vinyl Wrapping/2019

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<th>Notice for Request for Proposal(RFP)</th>
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<td>Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches (Second Call)</td>
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Maharashtra Tourism Development Corporation, a Govt. of Maharashtra Undertaking, Mumbai invites Request for Proposal (RFP) from reputed and experienced Bidders for appointment of Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

For the detailed Request for Proposal (RFP), interested bidders should visit http://mahatenders.gov.in.

Tender submission would be online and the Last Date to submit the proposals is 05/11/2019 at 15.00 hrs.

Bids will be opened online on date 06/11/2019 at 15:00 hrs.

--Sd--
Managing Director
MTDC Ltd., Mumbai.

Publish Date: - 25/10/2019
DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Bidder(s), whether verbally or in documentary or any other form by or on behalf of Maharashtra Tourism Development Corporation Ltd. (“MTDC” or the “Authority”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their Technical and Financial Proposals (together constituting the “Bid”) pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, sufficiency, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply in any way, that the Authority is bound to select an Bidder or to appoint the Agency, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
In particular, the Authority shall not be responsible / liable for any latent or evident defect of the site or any other related aspects at the time of bidding, as applicable to the tender, including but not limited to the following:

a. Site/Project conditions;
b. Site/Project location and surroundings;
c. Climate;
d. Availability of power, water and other utilities for construction;
e. Access to site;
f. Handling and storage of materials;
g. All statutory permissions from various authorities;
h. All applicable laws and regulations;
i. Technical and financial feasibility of the Project.

Any character or requirement of the site, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
CONTENTS OF THE REQUEST FOR PROPOSAL ("RFP")

A. The entire RFP comprises of the disclaimer set forth hereinabove and three Volumes of documents, whose details are as follows:

- **Volume-1: Project Vitals (Section-1) and Instructions to Bidders (Section-2)** including introduction about MTDC, brief background about the Project, Scope of the Work to the Bidders, Terms of Reference and tenure of the Work and Project information Memorandum and Bid formats respectively

- **Volume-2: General Conditions of the Contract**

B. The entire RFP may additionally include any Corrigenda or Addenda issued by MTDC at any time prior to the deadline for submission of bid documents by the Bidder. The issuance of Corrigenda or Addenda by MTDC can be for any reason, whether at its own initiative or in response to clarifications requested by a Bidder.

C. Any Corrigenda or addendum issued shall be part of the RFP Documents and shall be available on the website [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in)

D. The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the bid.
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VOLUME I: PROJECT VITALS AND INSTRUCTIONS TO BIDDERS

Section - 1: PROJECT VITALS
1. INTRODUCTION

1.1.1. The Maharashtra Tourism Development Corporation Ltd. (MTDC) (the "Authority") established under the Companies Act, 1956, for systematic development of tourism on commercial lines is engaged in development and maintenance of the various tourist locations of Maharashtra. The Corporation receives from the State Government financial assistance in the form of share capital and grants. The State Government has entrusted all commercial and promotional tourism activities to this Corporation. MTDC has, since its inception, been involved in the development and maintenance of the various tourist locations of Maharashtra. MTDC owns and maintains resorts at all key tourist centres and having more resorts is on the plan.

1.1.2. MTDC seeks the services of a reputed, well established and financially sound Agencies for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches. MTDC now invites responses from the above-mentioned companies (the "Agency") to respond to this RFP as per the conditions prescribed herein. The Selected Bidders among the above bidders as per the conditions of this RFP shall be responsible for the vinyl wrapping of the Deccan Odyssey Luxury/LHB Coaches (the "Project") under and in accordance with the provisions of a long term Master Services Agreement (the "Master Services Agreement"), to be entered into between the Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.3. The Master Services Agreement sets forth the detailed terms and conditions for grant of the Work to the Agency, including the scope of the Agency's services and obligations (the "Contract").

1.1.4. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Master Services Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.5. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority, (collectively the "Bidding Documents") and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.1 of Section-2, Instructions to Bidders for submission of Bids.

1.1.6. RFP document can be downloaded from the e-tendering portal of Government of Maharashtra: https://www.mahatenders.gov.in from 13/09/2019 (From 11.00 Hrs. IST) to 27/09/2019 (Upto 15.00 Hrs. IST) on payment of RFP document fee of INR 10,000/- (INR Ten Thousand only) (inclusive of Goods and Service Tax (GST) @18 %) (non-refundable) through e-payment mode. The detailed instructions for making the payment are available on the e-tendering portal https://www.mahatenders.gov.in

1.1.7. Details of Tourism Assets

Please refer Project(s) Information Memorandum set out in clause 3 PROJECT INFORMATION MEMORANDUM of this RFP.
1.1.8. The Selected Bidder satisfying the below conditions, as specified in the tender documents, will be appointed as the "Agency" by MTDC for the pre-determined Period and MTDC will enter into a "Master Services Agreement" with such Agency.

a) The Bidder is qualified as per the qualification criteria as mentioned in clause 2.2 in Volume-I, Project Vitals; AND

b) The Bidder’s financial bid is the best among the other Bidders as mentioned in clause 2.3 in Volume-I, Project Vitals; AND
1.2. Scope of Work

1.2.1. Introduction

1. About The Deccan Odyssey

A Tryst with India on a Luxury Rail
Since the advent of railways in India, train journeys have been synonymous with enigma and allure. It was common practice for the British aristocracy and Indian Royalty to travel in the luxury of their private palaces on wheels, to go on a shikaar or to attend celebrations. This legacy of princely sojourns across the wilderness, mountains and deserts of India is now continued by the Deccan Odyssey. Its captivating journeys beautifully cover the exotic landscape of India, for an experience that’s hard to forget.

Cabins and Services
The Deccan Odyssey treats each of their guests to unprecedented luxury on wheels with the help of 22 superlative, luxury coaches. Out of these, eleven are guest cabins. Each coach has four cabins. In order to ensure a comfortable journey, each Deccan Odyssey cabin is well-equipped with a range of modern amenities. They are spacious, elegant and seamlessly designed to radiate the various eras of the Deccan dynasties.

The Deccan Odyssey is also home to four splendid Presidential Suites. Each of these sophisticated suites is exquisitely designed and comes with all modern facilities.

We also offer a specially equipped cabin, for the comfort of our differently-abled guests. The ultimate aim is to ensure all guests make the most of their Deccan Odyssey journey.

The Deccan Odyssey's two gourmet restaurants, Waavar and Utsav have been designed to keep the element of Indian royalty intact. Our chefs ensure the cuisine keeps pace with the train's journey, by creating local specialties of the very state that the train travels through. So you discover every location with all your senses, including your taste buds! Each meal also includes an International menu to choose from. In order to further enhance the gourmet experience, Deccan Odyssey presents travelers with a well-stocked bar - Gateway. This is the ideal spot to meet and know travellers, over an evening drink & snacks.

Deccan Odyssey's has a wonderful spa "Ayush". The salon's well-trained masseurs, incorporate ancient Indian techniques to help relax your body and rejuvenate your mind.

Deccan Odyssey also has a conference car, "Pankh" will take care of all business needs. Equipped with the latest facilities, it ensures you manage work efficiently even while you're away travelling.

While on the Deccan Odyssey, our well-organized staff ensures your every need is taken care of. For an incredibly relaxed journey, valets are accessible round-the-clock; one for every Presidential Suite and one for each coach.

2. Scope of Services

The Vinyl Wrapping work shall be carried out in compliance with RDSO specification no. RDSO/2010/CG 08. The specification document is available in Annexure 1 to the Project Information Memorandum. The Agency must submit the documentation as directed by the specification document along with the Manufacturer/Supplier’s supply invoice as proof of authorisation before commencement of work. The scope of the assignment covers

a. Supply of graphic film (base film, adhesive layer, and release liner) duly printed with the ink prescribed by the manufacturer of the graphic film and duly over laminated to resist operating stress, weather, acid/alkali/salt solution, tampering and scratch and tear from foreign objects
b. The Agency should take photography of existing vinyl film and then prepare layout designs of all coaches to existing or modified design, pattern, and colour as required by MTDC and get them approved by MTDC before commencement of work.

c. The suitable surface preparation including removal of existing vinyl graphic film, adhesive, old paint (if any), grease and muck from the surface of the coach on which the graphic film is to be pasted.

d. Application of graphic film using appropriate tools mentioned by the manufacturer of the graphic film by experience/trained manpower certified for carrying out the job by the manufacturer of the graphic film.

e. Surface with primer and PU putty where required.

f. Sealing of edges and joints of the printed graphic films with appropriate edge sealing acrylic/alkyd/PU resin material.

g. The vinyl film application shall be done on exterior side body (excluding end walls, roof, and windows and rubber profiling of windows). The area of wrapping may vary for each coach and the Consultant should coordinate with the MTDC team to determine the final areas of application for each coach. The total surface area covered by vinyl wrapping should be noted for each coach should be noted in the final inspection report.

h. The Agency must complete and submit the inspection report for the vinyl wrapping for each coach in the format indicated in Annexure C.

i. The selected Agency shall execute the vinyl wrapping work either at WadiBunder or other locations approved by the Central Railways and as per the availability of the rake. The Agency shall follow the rules and regulations of the workshop where the work is carried out.

j. The printed vinyl should have individual coach names, MTDC coach no, MTDC logo, Department of Tourism logo, existing colour scheme print, design, style and pattern.

k. Packing and Transportation

i. Packing of the film material shall be done as per the RDSO/2010/CG 08 specifications.

ii. Transportation of material is the responsibility of the Agency and is to be done at their own risk and cost.

l. Warranty

i. The Agency shall take responsibility for the manufacturing, printing, application and performance of the film for a period of 5 (five) years. The total vinyl wrapped surface area will be under warranty/guarantee for fading, discoloration, formation of bubbles, surface imperfection and peeling out, opening of joints, and opening of edges after the completion of work.

ii. The Warranty period shall come into effect after the final acceptance by MTDC of the vinyl wrapping work.

iii. The Agency should be ready with minimum of 10% spare printed quantity of total vinyl wrapped surface area and the same to be maintained for the period throughout the 5 (five) year warranty period which may be used for replacement whenever required due to defects arising during warranty.
iv. Any warranty available with the suppliers or manufacturers of the products used during the vinyl wrapping work will be extended to MTDC by the Agency during the Warranty period.

v. During the Warranty period, the Agency will be required to replace the damaged vinyl within 48 hours of the warranty claim call.

vi. Any higher quantity required for the repair work under the warranty has to be provided by the Agency at no extra cost.

m. Comprehensive Annual Maintenance Contract
   i. The Agency should also quote the charges for providing Comprehensive Annual Maintenance Contract (CAMC) for a five-year period.
   ii. The CAMC period shall come into effect after the final acceptance by MTDC of the vinyl wrapping work.
   iii. The CAMC will cover the repair and maintenance of vinyl wrap in case of scratch/damage/cut by miscreants during the five year period.
   iv. During the CAMC period, the Agency will be required to replace the damaged vinyl within 48 hours of the call.
   v. The Agency shall have to employ the personnel for maintenance at their own cost and behaviour of such personnel should in no way be detrimental to the interests of Indian Railways or MTDC.

n. All the coaches of the train will be handed over to the agency for carrying out vinyl wrapping work. The Agency shall be responsible for the safety and security of the equipment’s during the execution of the repair work. The Agency shall hand over all the furnishing and fitting intact in good fettle condition on completion of the work to MTDC.

o. The Agency will not, without the written sanction of MTDC, make any major deviation in the plans or estimates. For any deviated items approved by MTDC, the rate analysis will be furnished by the Agency for scrutiny and approval.

p. The scope of services to be provided by the Agency as described above is general but is not exhaustive i.e. does not mention all the incidental services required to be carried out. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred therefrom. The scope of services shall also be governed by the provisions of the contract (the “Contract”) to be entered into between the Agency and MTDC which sets forth the detailed terms and conditions for grant of the right to the Agency (the “Right”). There may be incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope given above is an illustrative and not exhaustive list and may include other activities in association to those mentioned.

3. Process for Vinyl Wrapping of Coaches
   a. The coaches will be offered to the selected Agency for surface preparation after joint inspection by representatives of MTDC and the selected Agency.
   b. The Agency will remove the complete existing vinyl wrapping and will dispose the removed vinyl wrapping at a proper place outside the railway area as per applicable laws.
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

c. After removing the existing vinyl film, the Agency will prepare the surface by scraping, rubbing and by providing PU putty wherever required.

d. The Agency will make the proper surface level by filling of holes, joints, uneven surfaces, grind and rubbing the extra material wherever required in the exterior metal body and will also eliminate waviness.

e. All paints and graphic system must have been preapproved for EN 45545 compliance for fire and toxicity. Paint material specifications shall comply with RDSO/M&C/PCN/110/2018 specifications in addition to passing EN 45545 compliance.

f. The application of graphic film should be done on dry surface

g. The sequence of operations to be followed by the Agency for the surface preparation for vinyl wrapping of coaches is given in the table below. The selected Agency is expected to carry out the vinyl wrapping of the coaches in accordance with this sequence. The Agency may propose alternatives with justification for the changes for approval to MTDC. However, MTDC reserves the rights to approve any changes in the process.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Suggested Product and Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Removal of previous coating of paint/graphic using fiber disc of grit 36 on rotary sanders manually</td>
<td>3M 381CP or equal</td>
</tr>
<tr>
<td>2.</td>
<td>Polishing of joints using radial flap wheels of 4 1/2” diameter to ensure no grinding marks. Suggested make</td>
<td>3M</td>
</tr>
<tr>
<td>3.</td>
<td>Application of suitable metal conditioner to eliminate rust marks or skin tensioning marks. The product must be certified for compatibility by paint manufacturer whose top coat system will be used. Suggested make</td>
<td>Dupont 5717S or equal</td>
</tr>
<tr>
<td>4.</td>
<td>Wiping of surface using a suitable degreaser to ensure removal of all contamination and to make the surface receptive for paint system</td>
<td>Dupont 3920S</td>
</tr>
<tr>
<td>5.</td>
<td>Application of body filler to level dent marks larger than 3mm depth</td>
<td>3M light-weight body filler</td>
</tr>
<tr>
<td>6.</td>
<td>Application of polyester putty to level dent marks lesser than 3mm depth</td>
<td>DupontNasonputy</td>
</tr>
<tr>
<td>7.</td>
<td>Sanding of the putties applied using random orbital sanders and 6” dia grit 80 sanding discs</td>
<td>3M 236U sanding discs</td>
</tr>
<tr>
<td>8.</td>
<td>Finishing of the sanded area using 220 grit sanding discs</td>
<td>3M 236U sanding discs</td>
</tr>
<tr>
<td>9.</td>
<td>Sanding of the surface with 320 grit sanding discs</td>
<td>3M 236U sanding discs</td>
</tr>
<tr>
<td>10.</td>
<td>Degreasing of the surface using suitable degreaser</td>
<td>Dupont 3920S</td>
</tr>
<tr>
<td>11.</td>
<td>Supply and application of vinyl graphic as per RDSO Specification No. RDSO/2010/CG 08.</td>
<td>3M 180C graphic film plus 3M 8519 Overlaminate and overlaminated by Dupont 3200S clear</td>
</tr>
</tbody>
</table>

Note: The Product and Make are only suggested. Equivalent products may be used by the Agency after clearance from MTDC.

h. The Agency’s representatives shall carry out the surface preparation and apply the vinyl graphic film on the side wall (excluding window and rubber profiling of the windows) with
skilled and trained manpower. The Agency shall ensure that the people in employed in such graphic film application have been trained/certified in application of vinyl wrapping by the manufacturer of the graphic film.

i. For constant supervision of the work, the Agency shall appoint experienced technical supervisor(s) and required supporting staff at the site right from the start of work. It is, however, made clear that all such officers and staff shall be employees of the Agency only. The Agency shall agree to remove any staff who may be considered undesirable by MTDC.

j. The Agency shall ensure that the tools used will not cause scratches on the graphic film.

k. The Agency shall complete and submit the inspection report for each coach in the format indicated in Annexure 3 to the Project Information Memorandum. The completed inspection reports must be submitted at the time of handing over the train for the review of MTDC. Final approval of completion of the vinyl wrapping cannot be granted without the inspection report.

l. Inspection shall also be carried out by authorized Railway representative at any stage during working as well as after finishing the work. Based on the stage inspection, the Agency shall have to take corrective action, if pointed out by the authorized Railway representative.

m. The Agency shall replace all graphics rejected on final acceptance due to their non-compliance with requirements at no extra cost to MTDC.

4. **Obligations of Selected Agency**

The selected Agency should ensure the following:

a. The Agency will have to explore the sources for its material supplies, work force, tool and plant and other requirements like electrical supply, water supply, ladders, cat walk, raised platform etc. MTDC will not provide any of these facilities.

b. The Agency will ensure that highest quality of work is carried out of all the coaches and will also be responsible that no substandard work is permitted. He will have to personally inspect all the materials received from suppliers and also supervise the work on the said coaches.

c. The Agency should check the working conditions at the site for which permission can be granted for setting up temporary shed at site to house labour and materials. The power supply arrangement will have to be managed by the Agency at his own cost duly providing a DG set for the same.

d. The Agency will have to arrange the sufficient number of skilled personnel towards timely completion of the project. The Agency will have the responsibility pertaining to the food and accommodation of their personnel. The staff of the Agency should be medically fit and be present for work in time with badges and identity cards.

e. The Agency shall abide by the job safety measures prevalent in India and will free MTDC from all demands or responsibilities arising from any accidents or loss. The Selected Agency will pay all indemnities arising from such incidents and will not hold MTDC responsible or obligated. For any mishap or injury to his or railway staff or damage to railway property, the Agency will be responsible for all the consequences, losses, costs and penalties, including cost litigation, if any.
f. The Agency, during the period of contract, will observe all statutory laws as laid down from time to time.

g. The Agency should observe all statutory labour laws including but not limited to maintaining muster roll, deduction of provident fund, Employee’s insurance, Payment of Wages Act, hours of employment regulation Act, Contract labour (Regulation and abolition) etc.

h. The Agency shall supervise the execution of the work done to ensure that the subcontractors, if any executing the work, carry the same in a sound and satisfactory manner duly conforming to the designs, specifications, workmanship and according to the agreed time schedule, periodical visits to the site as per requirements to monitor progress of work. Agency shall send periodical reports about the progress of work, quality and related matters.

i. The Agency is responsible for carrying out the work in accordance with the approved design and specifications and ensure that the materials used and workmanship are of top quality.

j. The Agency shall ensure that the staff and key personnel are available to MTDC as and when required by MTDC and should be obliged to work closely with MTDC’s staff, act within its own authority and abide by directives issued by MTDC. The Agency shall manage the activities of its personnel and will hold itself responsible for any misdemeanour.

k. The Agency will endeavour to guard the owner against defects and deficiencies in the work.

l. The Agency will maintain a high level of professional ethics and will not act in any manner, which is detrimental to MTDC’s interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication.

m. No staff of the Agency, at any stage, is entitled to claim being employee of MTDC or stake claim for employment by MTDC.

n. Agency will not generate any financial liabilities or encumbrance on MTDC from its subcontractors, banks or other financial agencies and material suppliers.

o. The Agency shall render such other professional services as are necessary and incidental to the satisfactory completion of the work.

p. The Agency understands that this agreement is on a principal to principal basis and it does not constitute any partnership or agency between the parties. The Agency alone will be responsible for his employees or third parties for any injury caused to them due to the work of the Agency. Further if any claim is made against MTDC for the afore-mentioned reasons he will keep the MTDC duly indemnified.

5. **Reserved Rights of the Client**

a. MTDC may at its discretion reduce/increase the quantities at the time of award of the work. Payment will be made on the basis of the actual surface area of work executed and as per the schedule indicated in the Contract.
b. Payment to selected Agency will be after tax deduction at source as per the provision of Income Tax Act 1961 and GST and such deduction that is required under the law. MTDC will issue TDS certificate to the Agency.

c. MTDC Shall not coordinate with any railway Authorities and it shall be the sole responsibility of the Bidder to coordinate with relevant Authorities and ensure the work is completed within the timelines specified in this RFP.

d. MTDC assumes that the Agency has complete clarity and understanding of the scope and objective of the assignment. The quoted fees will be considered inclusive of all expenses including applicable taxes and out of pocket expenses.

e. MTDC’s approval or review of reports shall not absolve the Agency from the responsibility and accountability of delivery of the assignment with quality.

f. MTDC, at its discretion, may appoint an Engineering Consultant to watch its interests and the selected Agency shall give the Engineering Consultant full-cooperation in supervision, checking, measurements, etc. By the same token, the Engineering Consultant of MTDC will also give full cooperation to the Agency. Such appointment of staff will not however diminish the responsibilities of the selected Agency under this agreement. The Agency’s staff shall be in constant touch with the Engineering Consultant of the MTDC in addition to any other designated officers of MTDC in matters connected with supervision and execution of work.

6. **Time Schedule and Penalty for Deficiency in Service**

a. The Agency is expected to complete the vinyl wrapping work within one month from the date of handover of the Coaches. After completion of the vinyl wrapping work and handover of all the coaches to MTDC, the five year Warranty period and CAMC period will come into effect. An additional one month buffer has been taken into consideration in the Contract Period for the purposes of handover, handback, and any unforeseen delays.

b. The Deccan Odyssey is a prestigious luxury train. Failure to complete the work on time will prevent MTDC from operating the train as per the announced departure calendar. This will cause losses in reimbursement of tickets to passengers and paid haulage charges to Indian Railways. Additionally, delays or inability to operate will damage the premium brand value of The Deccan Odyssey and leave MTDC liable to further damages in the event of passengers or travel operators instituting legal proceedings for redressal. The Agency is expected to take

c. cognizance of MTDC’s position and carry out the works with strict adherence to timelines.

d. In case the selected Agency fails to complete the work within the specified time, MTDC shall recover Liquidated Damages, a sum of INR 5,000 (Rupees Five Thousand Only) for every day’s delay.

e. If the delay is beyond 12 days then MTDC may annul the assignment and shall be free to get it done by other agencies at the risk and costs of the appointed agencies. MTDC may also debar and blacklist the Agency for applying in its future empanelment and RFP processes. In the event of termination of contract, MTDC shall encash the performance security submitted by the Agency.
g. If any of the services performed by the Agency fail to conform to the specifications of the assigned assignment or in the event of failure of the assignment due to indifferent (such as inadequate interaction with MTDC), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agency and MTDC decides to terminate the Contract because of such failure, then a performance security shall be encashed. This shall be without prejudice to other remedies available under the law and the Contract with MTDC.
2. Qualification Bid

2.1. Minimum Eligibility Experience

The Bidder who fulfills the following minimum eligibility experience ("Eligible Bidder") shall be considered by MTDC for technical evaluation of their bids. In case of a consortium, the lead consortium member should qualify all the parameters listed below, except the minimum financial strength (combined financial strength of all consortium members can be considered).

2.1.1. The Bidder should be a registered Legal Entity

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Legal Entity of the Bidder</th>
<th>Documents</th>
</tr>
</thead>
</table>
| 1      | The Bidder can be an independent private legal entity incorporated / registered in India such as proprietorship firm, partnership firm, limited liability partnership (LLP) or a private limited company, government-owned entity OR A group of entities (the "Consortium"), a combination of the above legal entities, with a formal intent to enter into a Joint Bidding Agreement are allowed to apply for the tender.* | • Certificate of Incorporation/Formation as per the Applicable Act(s) of the bidder or in case of a consortium, all the consortium members;  
• Copy of GST Registration certificate issued by GSTN authorities;  
• Copy of PAN Card;  
• In case the Bidder is a Consortium, a Joint Bidding Agreement as per the format mentioned in Appendix B7 of Section-II, Instructions to Bidders |

A. In case of a Consortium:
   i. Number of Bidders in a consortium shall not exceed 2 (Two).
   ii. Bidders of the Consortium shall nominate one Bidder as the lead Bidder (the "Lead Bidder"). The nomination(s) shall be supported by a Power of Attorney, as per the format in Appendix B6 of Volume-II, Instructions to Bidders signed by all the other Bidders of the Consortium.
   iii. The Bid should include a brief description of the roles and responsibilities of all the Bidders, particularly with reference to financial, technical and Operation & Maintenance obligations in the Project;
   iv. The Consortium members shall enter into a binding joint bidding agreement, substantially in the form specified at Appendix B7 of Volume -II, Instructions to Bidders (the “Joint Bidding Agreement"), for the purpose of making the Bid. No amendment to the Joint Bidding Agreement, after submission of tender documents, will be allowed without the prior written consent of MTDC. The Joint Bidding Agreement shall be submitted along with the Technical Bid.

B. A Consortium shall be eligible for consideration subject to the conditions set out below:
   1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Bidder of a Consortium shall not be entitled to submit another Bid either individually or as a Bidder of any Consortium, as the case may be. A Bidder violating the above condition shall be liable to be disqualified and the Authority shall be entitled to forfeit and appropriate the EMD.
2. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the EMD. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
   a. the Bidder (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR
   b. a constituent of such Bidder is also a constituent of another Bidder; OR
   c. such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its members); OR
   d. any two Bidders have the same legal representative for purposes of this Tender; OR
   e. there is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party/ parties; OR
   f. any Bidder (or its members) has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

3. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of MTDC in relation to the Project is engaged by the Bidder (or its members), in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder (or its members) in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) month from the date of announcement of Highest Ranked Bidder.

4. The Bidder should submit a Power of Attorney as per the format at Appendix B5 of Volume II, Instructions to Bidders authorizing the signatory of the Bid to commit the Bidder. In case of a Consortium, the Bidders should submit a Power of Attorney in favor of the Lead Bidder as per format at Appendix B6 Volume –II, Instructions to Bidders.

2.1.2. The Bidder should have prior relevant experience

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Technical Experience</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience:&lt;br&gt;The Bidder must be in operation for at least 5 (Five) years as on the bid due date.</td>
<td>• Company or Firm registration details with the supporting documents either copy of the Certificate of Incorporation by the Registrar of Companies or of the Registration Certificate issued by Registrar of Firms • Self-signed undertaking stating total number of years of experience</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder shall procure cast vinyl wrap film conforming to RDSO specification no. RDSO/2010/CG 08 only from RDSO approved sources. Proof of the same</td>
<td>• Authorization letter/certificate as proof of being an authorized converter/distributor of the</td>
</tr>
<tr>
<td>Sr.No</td>
<td>Technical Experience</td>
<td>Documents</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>must be produced.</td>
<td>OEM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Proof of RDSO approval for OEM Printer/ published technical data/ Material safety data/ brochure of the product (base film, inks, edge sealers, over laminates) proposed to be used along with test certificate from a government accredited laboratory for the tests as per RDSO Specification No. RDSO/2010/CG 08.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should have printing machine and laminating machine approved by RDSO approved source.</td>
<td>• Proof of RDSO approval for OEM&lt;br&gt;• Authorization letter/certificate from OEM</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder should have carried out at least 1 (one) similar work of vinyl wrapping of railway coaches in the last 5 (five) years with value of work not less than INR 30 lakh.</td>
<td>• Copy of work order of value not less than INR 30 lakh and proof of completion for completed project. For ongoing project, proof of substantial completion should be submitted&lt;br&gt;• The bid documents should accompany a CA certificate certifying the prior relevant experience of the Bidder. (Refer Appendix B2 and Appendix B3 of Section-2, Instructions to Bidders)</td>
</tr>
</tbody>
</table>

a) The experience of all the Consortium members collectively shall be considered for evaluating the technical experience of the Bidder.

b) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Bidders of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### 2.1.3. The Bidder should have a minimum financial strength

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Financial Strength</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A) The Bidder and in case of a Consortium, the Lead Member shall have</td>
<td>• The bid documents should accompany a CA certificate certifying the positive net worth of the Bidder as on</td>
</tr>
</tbody>
</table>
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Financial Strength</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i. a positive net worth as on 31.03.2019 and an average annual turnover of INR 1 Crore (INR One Crore) from hotel business in the last five financial years, B) In case of Consortium, members other than lead member, must have an average annual turnover of at least INR 50 lakhs in the last 5 (five) financial years.</td>
<td>31.03.2019 and average annual turnover of INR One Crore along with audited annual reports of the Bidder (/of each Bidder in case of a Consortium) for the last 5 (five) financial years i.e. . FY 2014-15, FY 2015-16, FY 2016-17, FY 2017-18, and FY 2018-19. (Refer Appendix B4 of Volume-II, Instructions to Bidders)</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder and in case of Consortium, the Lead member should be solvent to the tune of INR 1 Crore (INR One Crore only) as on bid due date. The Bidder should submit a bank solvency certificate issued by their bank as part of the bid documents. In case of a Consortium, the combined solvency of all the members should be at least INR 5 Crore as on bid due date.</td>
<td>• Bank Solvency Certificate</td>
</tr>
</tbody>
</table>

- Net worth is defined as "Total assets (excluding the intangible assets such as good will) minus total liabilities of the entity".

- The Average net worth in each of the last 5 financial years i.e. i.e. FY 2014-15, FY 2015-16, FY 2016-17, FY 2017-18, and FY 2018-19 will be considered.

- Proof of Completion: The Bidder is required to submit at least one of the following supporting documents as proof of completion for the projects quoted for eligibility and evaluation:
  i. Certificate of Completion from the Client, signed by authorized representative for the Client
  ii. Self-certification from Authorized signatory of the Firm along with the supporting documents issued by respective Clients substantiating completion of the assignment

- Proof of Substantial Completion: For currently ongoing projects, the Bidder may submit a certificate of Substantial Completion signed by the authorized representative of the client. A project is considered as Substantially Completed if:
i. At least 80% of the Project Activities have been completed. As supporting document, a List of activities completed in the project that is certified from the client should be submitted;

ii. 50% of the Contract Value has been paid to the bidder as part of the project work. As supporting document, Work Order or Invoice or PO/Certificate from the client detailing the payment made to the Bidder against each deliverable should be submitted.

• For the purpose of this RFP, the bidders shall not use the credentials of their Associates for determining the Minimum Eligibility Experience, where Associate shall mean, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.4. The Bidder should not have any pending litigations, conflict of interest or blacklisting as on bid due date

a) The Bidder should not be involved in any major litigation such as fraud, FEMA violations that may have an impact on the performance of Service Provider in providing desired level of Services.

b) As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.

c) As on bid due date, the bidder should not have been blacklisted by any Central Government / State Government / PSU in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.

d) Certificate from the authorized signatory of the Bidder as per the format mentioned at Qualification Bid.

2.2. Technical Experience

2.2.1. MTDC will evaluate the qualification experience of eligible bidders through a presentation, which essentially covers their implementation ideas for the Project.

2.2.2. The proposal will be evaluated and marks will be assigned ("Technical Experience Score") for eligible Projects based on the following parameters:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Maximum Marks Obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Approach and Methodology of the Bidder (evaluated through presentation by the Bidder). The presentation is mandatory for the bidders and shall address areas mentioned hereunder:</td>
<td>30</td>
</tr>
<tr>
<td>A. Bidders Experience: The Bidder should provide details of their experience with similar assignments.</td>
<td></td>
</tr>
<tr>
<td>B. Understanding of the Project: The Bidder should explain their understanding of the objectives of the Assignment/Job, approach to the Assignment/Job</td>
<td></td>
</tr>
<tr>
<td>C. Methodology: The Bidder should explain their methodology for carrying out the activities required for successful completion of the Assignment/Job and the degree of detail of such output. This should cover both the vinyl</td>
<td></td>
</tr>
</tbody>
</table>
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

D. Implementation Plan: The Consultant should provide a detailed implementation plan for carrying out the assignment. This should cover both the vinyl wrapping of the train as well as meeting the warranty and CAMC requirements. The proposed plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference (TOR) and ability to translate them into a feasible working plan.

E. Risk Assessment plan: The Bidder should highlight their risk assessment for the assignment and the technical approach they shall adopt to address them. The Bidder must take the strict timelines into consideration while presenting their risk assessment.

2) Prior Experience of the Bidders:

At least 1 similar work of vinyl wrapping of railway coaches in the past 5 years with value not less than INR 30 lakhs (minimum value of work)

<table>
<thead>
<tr>
<th>Prior Experience</th>
<th>Marks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (one work)</td>
<td>10</td>
</tr>
</tbody>
</table>

For every additional work carried out in the last 5 years, additional 5 marks up to a maximum of 25 marks

3) Bidder has carried out vinyl wrapping of any of the luxury trains i.e. Maharajas’ Express, Royal Rajasthan on Wheels, Palace on Wheels, The Deccan Odyssey, The Golden Chariot in the last 5 years

4) Bidder is in operation for at least last five years

<table>
<thead>
<tr>
<th>Prior Experience</th>
<th>Marks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational for at least last five years</td>
<td>10</td>
</tr>
</tbody>
</table>

For every additional year of experience out, additional 1 marks up to a maximum of 10 marks

5) Average Annual turnover in the last five financial years i.e. FY 2014-15, FY 2015-16, FY 2016-17, FY 2017-18, and FY 2018-19

<table>
<thead>
<tr>
<th>Avg. Annual Turnover</th>
<th>Marks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>INR 1 - 5 Crore</td>
<td>15</td>
</tr>
<tr>
<td>Over INR 5 Crore</td>
<td>20</td>
</tr>
</tbody>
</table>

Total 100
2.2.3. The proposal/presentation of each eligible bidder shall be evaluated by a Committee constituted by MTDC, especially for the purpose.

2.2.4. The Bidder to Qualify has to demonstrate a Minimum Technical Experience Score of 70 (Seventy). All Bidders scoring not less than the Minimum Technical Experience Score will be qualified ("Qualified Bidders").

2.2.5. The Bidders must provide the necessary information relating to Technical Experience as per Appendix B2 and Appendix B3 in Volume-II, Instructions to Bidders which shall include the following:

a) All prior project experience claimed by the Bidder should accompany performance certificate(s) from the concerned client(s)/statutory auditor.

b) In case a particular job/contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim (for the share in work done for that particular job/contract) by producing a certificate from its statutory auditor and the client.

2.3. Financial Proposal

2.3.1. In preparing the Financial Proposal, the Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the format provided in Annexure-C. It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.3.2. The Bidder should quote their price offer in the format provided in Annexure-C and in the relevant slot provided on the e-Procurement portal for all the services sought by the department in the Terms of Reference, including the all applicable GST, taxes and cesses. Bidder shall express the price of their services in Indian Rupees. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

2.3.3. During the bid validity period the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidder who do not agree have the right not to extend the validity of their proposals.
Section -2: INSTRUCTIONS TO BIDDERS
1. INSTRUCTIONS TO BIDDERS

A. General Guidance for e-tendering

1.1. E-Tendering Procedure

1.1.1. Any Bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Govt. of Maharashtra e-Procurement System. The detailed instructions were provided in Bidder Manual Kit at https://www.mahatenders.gov.in.

B. Overview of Tendering Process

1.2. Brief description of bidding Process

1.2.1. Subsequent to the EOI dated March 11, 2019, MTDC has adopted a single-stage competitive bid process (collectively called as the “Bidding Process”) for selection of the Bidder for award of the Project. It involves:


1.2.2. The RFP of the Project and all the further updates, notices, amendments, clarifications etc. shall be available on the website https://www.mahatenders.gov.in under ‘MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD’.

1.2.3. The “Bidding Documents” or “RFP Documents” include Volume-I: Project Vitals and Instructions to Bidders and Volume-II: Draft Master Services Agreement. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.

1.2.4. Bidder will be required to deposit along with the Bid anEMD as per the Clause 1.23.

1.2.5. Bidder will also be required to submit the Bidding Documents along with the Bid, each page of which shall be duly signed by its authorized signatory.

1.2.6. Bidders are advised and invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the Work for the Project

1.2.7. The Bidders who submit financial proposal i.e. highest Revenue Share for the Bidder would be declared the “Highest Ranked Bidder”. Please refer to clause 2.3 of Section-1 for details related to Financial Proposal.

1.3. Schedule of Bidding Process

1.3.1. The Authority shall endeavor to adhere to the following schedule:

1.4. Contact Details

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Issuing Date</td>
<td>25-10-2019</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Project</td>
<td>Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches</td>
</tr>
<tr>
<td>3</td>
<td>RFP document download start Date &amp; time</td>
<td>From 25-10-2019 at 11.00 Hrs</td>
</tr>
<tr>
<td>4</td>
<td>Website for downloading Tender Document, Corrigendum, Addendums, etc.</td>
<td><a href="https://www.mahatenders.gov.in">https://www.mahatenders.gov.in</a> and <a href="https://www.maharashtratourism.gov.in">https://www.maharashtratourism.gov.in</a></td>
</tr>
<tr>
<td>5</td>
<td>Pre-Bid Meeting</td>
<td>-</td>
</tr>
</tbody>
</table>
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

| 6  | Last date (deadline) for submission of bids (Bid Due Date) | 05-11-2019 upto 15.00 Hrs |
| 7  | Date and Time of opening of Technical Bid | 06-11-2019 at 15.00 Hrs (If Possible) |

**Other Information**

- a. Earnest Money Deposit - as per instructions provided at e-tendering website: [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in) Rs 2,00,000/-
- b. RFP Document Fee to be paid via online payment gateway only INR 10,000/-
- c. Bid Validity Period | 120 days from the date of submission of bids |

Note :- Successful bidder has to pay total 04% Security amount on Cost put to tender by Bidder out of which -02 % as Initial Security Deposit While Signing of Agreement -02% Security bills from every running bills submitted by Contractor Please note that Out of total security Deposit 50% Security Deposit will be released after completion of work and remaining 50% after defect liability period (one year)

1.4.1. Any queries of the Bidder related to the tender or its process may be directed to:

Senior Manager (Deccan Odyssey)
Maharashtra Tourism Development Corporation Ltd.
Apeejay House, 4th Floor, 3 DinshawVachha Road,
Near K.C College, Churchgate, Mumbai-400 020.
Tel No: (022) 68180965/45/47, e-mail: dot@maharashtratourism.gov.in
Website: [www.maharashtratourism.gov.in](http://www.maharashtratourism.gov.in)

C. General Information

a) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of MTDC in relation to the Project is engaged by the Bidder (or its members), in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder (or its members) in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) month from the date of announcement of Highest Ranked Bidder.

1.5. General Terms of Bidding Process

1.5.1. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Master Services Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Master Services Agreement.

1.5.2. Project Information Memorandum (PIM) is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bid. Nothing contained in the PIM shall be binding on MTDC nor confer any right on the
Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

1.5.3. The documents including this RFP and all attached documents, provided by MTDC are and shall remain the property of MTDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of the Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to the Bid and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

1.5.4. This RFP is not transferable.

1.5.5. Any award of Work pursuant to this RFP shall be subject to the terms of Bidding Documents.

1.6. Number of Bids and costs thereof

1.6.1. No Bidder shall submit more than one Bid for the Project.

1.6.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. MTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.7. Project site visit and verification of information

1.7.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction (if applicable), access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

1.8. Acknowledgement by Bidder

1.8.1. It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the provisions of the RFP;

b) received all relevant information requested from MTDC;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP (if any) or furnished by or on behalf of the Authority;

d) satisfied itself about all matters, things and information as necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority; and

f) agreed to be bound by the terms of the RFP document, the undertakings provided by it under and in terms hereof.

1.8.2. MTDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by MTDC.
1.9. Right to accept or reject any or all Bids

1.9.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

1.9.2. The Authority reserves the right to reject any Bid if:
   a) at any time, a material misrepresentation is made or uncovered, or
   b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

If such disqualification/ rejection occur after the Financial Proposals have been opened and the Highest Ranked Bidder gets disqualified/ rejected, then the Authority reserves the right to:
   c) invite the Second Highest Ranked Bidder to match the Financial Proposal of the Highest Ranked Bidder; or
   d) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

1.9.3. In case it is found during the evaluation or at any time before signing of the Master Services Agreement or after its execution and during the period of subsistence thereof, including the Work thereby granted by the Authority, that one or more of the Qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Master Services Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Master Services Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by MTDC to the Bidder, without MTDC being liable in any manner whatsoever to the Bidder. In such an event, the Bidder shall also forfeit their EMD / performance security towards damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy which MTDC may have under this RFP, the Bidding Documents, the Master Services Agreement or under applicable law.

1.9.4. MTDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by MTDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

1.10. Bid Validity Period

1.10.1. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date (“Bid Validity Period”). The Bid Validity Period may be extended by mutual consent of the respective Bidders and MTDC.

1.11. Confidentiality

1.11.1. Information relating to the examination, clarification, evaluation, and recommendation for the shortlisted Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. MTDC will treat all
information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or MTDC or as may be required by law or in connection with any legal process.

D. Documents

1.12. Contents of the RFP

1.12.1. The entire RFP comprises of the disclaimer set forth hereinabove and three Volumes of documents, whose details are as follows:

- **Volume-I: Section-1 Project Vitals and Section-2 Instructions to the Bidders** including introduction about MTDC, brief background about the Project, Scope of the Work to the Bidders, Terms of Reference and tenure of the Work and Project information Memorandum and Bid formats respectively

- **Volume-II: Draft Master Services Agreement**

1.12.2. The entire RFP may additionally include any Corrigenda or Addenda issued by MTDC at any time prior to the deadline for submission of bid documents by the Bidder. The issuance of Corrigenda or Addenda by MTDC can be for any reason, whether at its own initiative or in response to clarifications requested by a Bidder.

1.12.3. Any Corrigenda or addendum issued shall be part of the RFP Documents and shall be available on the website [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in).

1.12.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the bid.

1.13. Clarification and Pre-bid meeting/conference

1.13.1. Bidders requiring any clarifications to the RFP may notify the Authority in writing by e-mail to the officer designated in Clause 1.4 at his email address landestate@maharashtratourism.gov.in or raise their queries during the pre-bid meeting. The email communications shall clearly bear the following identification/subject: "Queries / Request for Additional Information: Bid for Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches". They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3.

1.13.2. MTDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses, if any will be uploaded to the website [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in). MTDC will forward all the queries and its responses thereto, if any to all purchasers of the RFP without identifying the source of queries by e-mail, if necessary. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring or obliging the Authority to respond to any question or to provide any clarification.

1.13.3. It shall however organize at the designated date, time and place a pre-bid meeting for giving answers/clarifications to questions/queries considered relevant and which are received by MTDC up to the date of such pre-bid conference. Non-attendance at the pre-bid meeting will not be a cause for disqualification of the Bidder.
1.13.4. During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. In addition to the written questions/queries received by MTDC, the Authority reserves its right to answer other questions raised at such pre-bid meeting and answer such of them as are considered relevant. Suggestions received at the time of pre-bid meeting, may be considered by MTDC and if found acceptable, the same may be accepted by MTDC and the RFP may be accordingly modified by issue of addenda/corrigenda to such effect.

1.13.5. MTDC may also on its own action, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by MTDC shall be deemed to be part of the RFP. Verbal clarifications and information given by MTDC or its employees or representatives shall not in any way or manner be binding on MTDC.

1.14. Amendment of RFP and Draft Master Services Agreement

1.14.1. At any time prior to the deadline for submission of Bid and in case of extension of deadline for the submission of bids, up to bid opening, MTDC may, if it deems fit and proper, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the bidding documents by issuance of corrigenda/addenda.

1.14.2. Any addendum issued shall be part of the Bidding Document and shall be available on the website [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in).

1.14.3. In order to accord the Bidders a reasonable time for taking the addendum into account in preparing their bids, or for any other reason, MTDC may, in its sole discretion, extend the Bid Due Date.

1.15. Correspondence with the Bidder

1.15.1. Save and except as provided in this RFP, MTDC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

E. Preparation and Submission of Bid

1.16. Cost of the Bid

1.16.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and MTDC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.17. Language

1.17.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the issuing authority or by the translation departments of the High Court/Supreme Court of India/any other Government department/Government agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translations shall prevail.

1.18. Format and signing of Bid

1.18.1. The Bidder shall provide all the information sought under this RFP. MTDC will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

1.18.2. The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder as stated in the RFP.
1.18.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers serially and shall be bound together in hard cover.

1.19. Documents comprising the Bids

1.19.1. Bids are to be submitted following the process mentioned in this RFP comprising of the Letter of Bid, EMD and the Financial Proposal (Financial Proposal through online submission only) in the prescribed formats before the Bid Due Date and time, duly signed in ink.

1.19.2. Bid Responsiveness

a) The Bid shall comprise of the following:

1. Letter of the Bid in the form of Affidavit signed by the Authorised Signatory (Authorised Signatory shall be the same individual to whom the Power of Attorney was granted at EOI stage). In case the Bidder changes the Authorised Signatory for the submission of this RFP, the bidder shall submit duly executed Power of Attorney in favour of the duly authorized representative, certifying him as an authorized signatory for the bid.

2. Copy of EMD payment receipt paid online through e-payment mode via NEFT / RTGS / OTC / debit card / credit card facility / net-banking.

3. Original RFP Document should signed and uploaded on each page by the Bidder on whose name Power of Attorney was executed.

b) In case of failure to submit any of the above-mentioned documents in respective folders, the Authority shall be entitled to summarily reject the bid.

1.19.3. Financial Proposal

1.19.3.1. In preparing the Financial Proposal, the Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the format provided in Annexure-C. It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

1.19.3.2. The Bidder should quote their price offer in the format provided in Annexure-C and in the relevant slot provided on the e-Procurement portal for all the services sought by the department in the Terms of Reference, including the all applicable GST and cesses. Consultant shall express the price of their services in Indian Rupees. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

1.19.3.3. During the bid validity period the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidder who do not agree have the right not to extend the validity of their proposals.
1.19.3.4. Bidders are requested to use the financial proposal format, which has been uploaded on the website, for preparing their price quote (Refer Annexure B in Section-2, Instructions to Bidders). All Short Listed Bidders shall be at par notwithstanding individual technical scores. The Authority shall compare all the Financial Proposals of Short Listed Bidders to determine the Highest Ranked Bidder. Tender submission shall be strictly as per e-tender norms of the Government of Maharashtra. The bidder should scan and upload the required document (Annexure C. Financial Proposal) along with supporting documents. In addition, the hard copy of the technical documents and bid is to be submitted in sealed envelope and superscribed "Response to Bid : Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches" on the top right hand corner and addressed to:

The Managing Director,
Maharashtra Tourism Development Corporation Ltd.
Apeejay House, 4th Floor, 3 DinshawVachha Road,
Near K.C College, Churchgate,
Mumbai, Maharashtra-400 020

The bidders should not submit hard copy of their Financial Proposal.

1.20. Bid Due Date

1.20.1. The Bid (including Letter of Bid, EMD and Financial Proposal) must be uploaded in the e-tender website i.e. https://www.mahatenders.gov.in before 15:30 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP.

The Bid must be submitted in original to the Authority before 15:30 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP.

1.20.2. MTDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders, in which case all rights and obligations of MTDC and Bidders previously subject to the Bid Due Date shall thereafter be subject to the Bid Due Date as extended.

1.21. Late Bids

1.21.1. Bids received by MTDC after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

1.22. Modifications/ substitution/ withdrawal of Bids

1.22.1. The Bidder shall not be allowed to modify, substitute or withdraw its Bid after submission.

1.23. Earnest Money Deposit

1.23.1. The Bidder shall furnish as part of its Bid, a copy of the EMD payment receipt paid of INR 2,00,000/- (INR Two Lakhs only) (the "EMD"). The Bidders will have to provide EMD through any of the mode of e-payment as specified in the e-tendering portal https://www.mahatenders.gov.in. The detailed instructions for making the payment are available on the e-tendering portal https://www.mahatenders.gov.in.

No relaxation of any kind on EMD shall be given to any Bidder. MTDC shall not be liable to pay any interest on the EMD deposit by the Bidder and the same shall be interest free.

1.23.2. The EMD of (1) Bidders whose Bid is found to be non-responsive, and (2) Unsuccessful Bidders shall be returned by MTDC, without any interest, within 90 days of the date of the LOA or date of the cancellation of Bidding Process, when the Bidding Process is cancelled by MTDC.

1.23.3. The Selected Bidder’s EMD will be returned, without any interest, within 60 days of the Successful bidder signing the Master Services Agreement and furnishing the Performance
Security in accordance with the provisions in the Master Services Agreement provided that the Selected Bidder is otherwise not in breach of the terms hereof. The Authority may, at the Selected Bidder’s request, allow the Selected Bidder to adjust the EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Master Services Agreement.

1.23.4. MTDC shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 1.23.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that MTDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind shall be given to any Bidder in respect of the forfeiture of the EMD for the purposes of this clause.

1.23.5. The EMD shall be entitled to be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Master Services Agreement, or otherwise, under the following conditions:

a) If the Financial Proposal is found to be qualified or conditional;

b) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 2;

c) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit:
   i. to sign and return the duplicate copy of LOA; or
   ii. to furnish the Performance Security within the period prescribed thereof in the Master Services Agreement.

e) If the Bidder is otherwise in breach of the terms of this document.

1.24. Bid Opening

1.24.1. The Bid will be opened online by MTDC receiving Bids or by his authorized representative at time, date and the place specified in clause 1.3 and 1.4. in presence of the Bidders who choose to attend.

1.24.2. All folders containing the Bids shall be opened one at a time, and the following recorded:

   a) the name of the Bidder
   b) the name of the representative, if present;
   c) the presence of EMD;
   d) the date and time of opening;
   e) any other details as MTDC may consider appropriate.

1.24.3. The Authority shall conduct the opening of the Financial Proposal of the Bidders at time, date and the place specified in clause 1.3 and 1.4. in presence of the Bidders who choose to attend. All folders containing Financial Proposal shall be opened one at a time and the following recorded:

   a) the name of the Bidder;
   b) the name of the representative, if present;
   c) the bid value / financial offer;
d) the date and time of opening;
e) any other details as MTDC may consider appropriate.

1.24.4. Only Financial Proposals recorded during the opening of Financial Proposals shall be considered for evaluation. No Bid shall be rejected at the time of opening of Financial Proposals except when the Financial Proposal is not in accordance with the Bidding Documents. A copy of the record shall be uploaded on the web portal https://www.mahatenders.gov.in.

F. Evaluation Process

1.25. Evaluation of Bids

1.25.1. MTDC, represented by the Managing Director, will examine and evaluate Bids in accordance with the provisions described in this RFP. MTDC may involve its transaction advisors and their consultants for such purpose.

1.25.2. Bidders are advised that Qualification of Bidders will be entirely at the discretion of MTDC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

1.25.3. Any information contained in the Bid shall not in any way be construed as binding on MTDC, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

1.25.4. MTDC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

1.25.5. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, MTDC may, at its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.

1.25.6. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by MTDC as incorrect or erroneous, MTDC shall reject such claim and exclude the same from evaluation of Threshold Experience of the Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, MTDC reserves the right to reject such Bids.

1.26. Tests of responsiveness of Bids

1.26.1. Prior to evaluation of Bids, MTDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a) it is received as per formats at, Annexure C. Financial Proposal

b) online submission of financial proposals is received before 15:30 Hrs (Indian Standard Time) on the Bid Due Date including any extension thereof pursuant to Clause 1.20

c) no financial proposal should be provided as hard copy;

d) it is accompanied by the copy of EMD payment receipt as specified in clause 1.20;

e) it contains all the information and documents (complete in all respects) as requested in this RFP;

f) it contains information in formats same as those specified in this RFP;

g) it does not contain any condition or qualification;

h) it does not contain any condition or qualification in the Financial Proposal; and
i) it is not non-responsive in terms hereof.

1.26.2. The Bidders adjudged as responsive in terms of clause 1.26.1, shall be considered for opening of the Financial Proposal.

1.26.3. MTDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

1.27. Shortlisting of Bidders

1.27.1. The Bidders shall then be moved for opening of Financial Proposals.

1.27.2. MTDC may, in its discretion, maintain a reserve list of Bidders who may be invited to substitute the short-listed Bidders upon their failure to conform to the conditions specified herein.

1.28. Evaluation of the Financial Proposal and Selection of Bidder

1.28.1. In preparing the Financial Proposal, the Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

1.28.2. The Bidder should quote their price offer as per Form 4A in the relevant slot provided on the e-Procurement portal for all the services sought by the department in the Terms of Reference, including the all applicable GST and cesses. Consultant shall express the price of their services in Indian Rupees. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

1.28.3. During the bid validity period the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidder who do not agree have the right not to extend the validity of their proposals.

1.28.4. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors. The Client will select the bidder quoting the lowest proposal (“the Selected Bidder”). The selected Bidder will be invited for negotiations.

1.28.5. Financial Proposal should not have any conditionality attached or deviations from the Price Quote format as indicated in the Bid document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of MTDC.

1.28.6. Bidders are requested to use the financial proposal format, which has been uploaded on the website, for preparing their price quote (Refer Annexure B in Section-2, Instructions to Bidders).

1.28.7. All Short-Listed Bidders shall be at par notwithstanding individual technical scores. The Authority shall compare all the Financial Proposals of Short-Listed Bidders to determine the Highest Ranked Bidder.
1.29. Clarifications

1.29.1. To facilitate evaluation of Bids, MTDC may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by MTDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

1.29.2. If the Bidder does not provide clarifications sought under Clause 1.29.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, MTDC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of MTDC.

1.30. Confidentiality

1.30.1. 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 information on award of Contract is communicated to all Bidders.

1.30.2. Any attempt by the Bidder to influence MTDC in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

1.31. Nonconformities, Errors, and Omissions

1.31.1. Provided that the Bid is substantially responsive, MTDC may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

1.31.2. Provided that the Bid is substantially responsive, MTDC may request that the Bidders submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bids related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its bid.

1.32. Award

1.32.1. Letter of Award – Upon completion of the Bidding Process and identification of Highest Ranked Bidder, MTDC shall prior to expiration of the bid validity period upload the name of the Highest Ranked Bidder / Selected Bidder and/or send an email and will issue the LOA to it.

1.32.2. Within 45 days from the receipt of the LOA, the Selected Bidder shall be required to satisfy the following conditions that may be prescribed under the LOA, which will enable MTDC to sign Master Services Agreement with the Selected Bidder:
   a) sign and return a duplicate copy of LOA to the Authority,
   b) submit a Detailed Project Report outlining their proposed approach for the Project, brief details / specifications of equipment (if applicable), adequate coverage of scope of work and minimum Terms of Reference as specified in clauses 1.3. and 1.4. in Volume-I, Project Vitals and the estimated Cost of the Project.
   c) Form the Special Purpose Vehicle / new legal entity and submit the incorporation documents to MTDC before entering into Master Services Agreement.
   d) any other condition as may be prescribed under the LOA.
1.33. Contacts during bid evaluation

1.33.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time MTDC makes official intimation of award/rejection to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are prohibited from contacting by any means, MTDC, and/or its employees/representatives on matters related to the bids under consideration.
2. FRAUD AND CORRUPT PRACTICES

2.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MTDC may reject the Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2.1.2. Without prejudice to the rights of MTDC under Clause 2.1.1 hereinabove, if the Bidder is found by MTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by MTDC during a period of 2 (two) years from the date such Bidder is found by MTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.1.3. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of MTDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Master Services Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MTDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MTDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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

3. PROJECT INFORMATION MEMORANDUM

3.1. Introduction

A Tryst with India on a Luxury Rail
Since the advent of railways in India, train journeys have been synonymous with enigma and allure. It was common practice for the British aristocracy and Indian Royalty to travel in the luxury of their private palaces on wheels, to go on a shikaar or to attend celebrations. This legacy of princely sojourns across the wilderness, mountains and deserts of India is now continued by the Deccan Odyssey. Its captivating journeys beautifully cover the exotic landscape of India, for an experience that's hard to forget.

**Cabins and Services**

The Deccan Odyssey treats each of their guests to unprecedented luxury on wheels with the help of 22 superlative, luxury coaches. Out of these, eleven are guest cabins. Each coach has four cabins. In order to ensure a comfortable journey, each Deccan Odyssey cabin is well-equipped with a range of modern amenities. They are spacious, elegant and seamlessly designed to radiate the various eras of the Deccan dynasties.

The Deccan Odyssey is also home to four splendid Presidential Suites. Each of these sophisticated suites is exquisitely designed and comes with all modern facilities.

We also offer a specially equipped cabin, for the comfort of our differently-abled guests. The ultimate aim is to ensure all guests make the most of their Deccan Odyssey journey.

The Deccan Odyssey’s two gourmet restaurants, Waavar and Utsav have been designed to keep the element of Indian royalty intact. Our chefs ensure the cuisine keeps pace with the train’s journey, by creating local specialties of the very state that the train travels through. So you discover every location with all your senses, including your taste buds! Each meal also includes an International menu to choose from. In order to further enhance the gourmet experience, Deccan Odyssey presents travelers with a well-stocked bar - Gateway. This is the ideal spot to meet and know your fellow travellers, over an evening drink & snacks.

Deccan Odyssey’s has a wonderful spa “Ayush”. The salon’s well-trained masseurs, incorporate ancient Indian techniques to help relax your body and rejuvenate your mind.

If work requires your time and attention, then our conference car, “Pankh” will take care of all business needs. Equipped with the latest facilities, it ensures manage your work efficiently even while you’re away travelling.

While you’re on the Deccan Odyssey, our well-organized staff ensures your every need is taken care of. For an incredibly relaxed journey, valets are accessible round-the-clock; one for every Presidential Suite and one for each coach.
3.2. Annexure A:

SPECIFICATION FOR FLEET GRAPHIC FILMS ON EXTERIOR OF INDIAN RAILWAY COACHES

1. SCOPE
Fleet graphics films are being used for frequent changes to the livery of the vehicle bodies. This specification covers the technical requirements of fleet graphic films to be used for advertising on the exterior of Indian railway passenger coaches without causing any damage to the painted/primed/surface coated/metallic surface. The IR coaches are painted with either alkyd or PU top coat systems or epoxy primer with surfacer. The applicators should procure and use the films to this specification for application on IR coaches.

2. AREA OF APPLICATION ON COACHES
Area of application on coaches shall be the complete side panel excluding the doors & windows, barring areas carrying mandatory markings of coach. The upper edge of vinyl should not touch rain water gutter and should be terminated 20 mm below the rain water gutter level. The area of the sidewall is to be painted. Similarly door frame area should also be free from vinyl application and should be painted. The area of application is shown in RDSO drawing CG – 100761.

3. GENERAL REQUIREMENTS
3.1. The tenderer shall submit the following documents along with the tender for their offers to be technically evaluated: Printed/published technical data/Material safety data sheet/brochure of the product in original Base film/Inks/Edge Sealers) proposed to be used along with attested test certificate from a government accredited laboratory for the tests mentioned in this specification. The tests may have been got done by the OEM from a Govt. accredited laboratory

3.2. The tenderer should submit the following documentation along with sample before starting supply and application to the concerned rolling stock engineer:
- Warranty card from manufacturer of graphic film in original quoting the tender number for which the PO (Purchase Order) has been received by advertiser, specifying all tests for durability and weathering and environmental exposure for the films used with photograph of applied graphic.
- Work test certificate in original from the manufacturer of the film.
- Manufacturer of base film and finished product (giving the manufacturing plant details).
- Film material including production certificate of conformance.
- Film color/pigmentation and/or print color.
- Adhesive designation & group.
- Sealing material and sealing method
- Thickness (adhesive, film, print, sealing) with production tolerances.
- Characteristic values as specified in this specification.
- The keeping of the specific values determined in the specification must be proved by presenting the test certificate from a government accredited laboratory.
- The film removal procedure.
- An undertaking to follow all safety precautions at the worksite.

RDSO Drawing indicative. The Consultant should coordinate with the MTDC team to determine the final areas of application for each coach.

3.3. The graphics to be reproduced in the vinyl graphic film shall be supplied by the tendering unit in ".cdr" format or in ".al" format or any other suitable graphic printing software

4. OPERATING CONDITIONS FOR GRAPHICS
4.1. Ambient Conditions
The graphics shall perform satisfactorily under the following climatic conditions:
  i. Ambient temperature : -4° C to 70° C Altitude : Sea level to 2500m
Max. Sun temperature: 70°C Relative humidity: 40% to 100%

ii. The rainfall is fairly heavy.

iii. During dry weather, the atmosphere is likely to be dusty.

iv. Temperature variations can be quite high in the same journey or short period of time.

v. Coaches operate in coastal areas with continued exposure to salt laden air.

4.2. Maintenance Conditions

The coach exteriors are cleaned with mildly acidic cleaning agents and using brushes with non-metallic bristles or automatic car washing plants.

5. TECHNICAL REQUIREMENTS OF CAST VINYL GRAPHICS FILM

The graphic film will consist of three layers namely the base film (PVC), adhesive layer and release liner. The completed film should be over laminated and edge sealed.

5.1. BASE FILM REQUIREMENTS

5.1.1. Base Film will be cast PVC film having thickness not more than 50 microns. Plasticizers and other additives materials must not emerge or exude. The films shall not include any materials having harmful effects on paint ed surfaces, human beings and environment.

5.1.2. The film shall be white in color with whiteness index of 100 to 90 as per test method ASTM E 313.

5.1.3. Thickness: The nominal thickness of the unprinted film including adhesive shall be between 0.070 mm to 0.090 mm. The test procedure for measuring thickness is ASTM D 3652.

5.2. REQUIREMENTS FOR ADEHESIVES

5.2.1. The adhesive shall stick, without the use of an activator such as solvents or heat, on any metallic and painted, primered, polished and clean surfaces, free from any grease or silicone without producing wrinkles, rolling up, tearing or detaching.

5.2.2. The adhesive should be of gray color acrylate base. The gray color adhesive will provide good hiding power so that color of the coach does not affect the printed graphic colors and they appear vibrant.

5.2.3. The adhesive should have features of controlled adhesive release which will protect the paint of the coach. After the release liner has been removed, the films having controlled release adhesive shall be able to slide freely on the substrate before its final installation. Film can be positioned and finally applied by squeezing out permanent adhesive using a nylon molded squeeze without using any activator such as solvent or heat.

5.2.4. The graphics film should have inbuilt air channels in the adhesive layer to ensure release of air bubbles during application which will result in fast application and the same should be clearly marked on the backing liner as "controlled release type" or "with inbuilt air release channels."

5.3. REQUIREMENTS FOR RELEASE LINER

5.3.1. The release liner protects the adhesive against dirt contamination and prevents the film from unintended agglutination.

5.3.2. The release liner will be paper, coated with polyethylene on both sides to have resistance to moisture and solvent during printing and application.

5.3.3. In addition, the adhesive power of the release liner shall not be so strong that the adhesive detaches on removal of the release liner.

5.4. REQUIREMENTS FOR PRINTING OF BASE FILMS TO CONVERT INTO GRAPHICS

5.4.1. Films shall be printed with digital printing technology with eco-friendly low emission solvent inks.

5.4.2. The graphic has to be printed with printing resolution of the minimum of 720 dpi by 1440 dpi (dots/inch).

5.4.3. The printing inks shall be approved by the manufacturer of the graphics film and should carry a comprehensive warranty for minimum of 5 (five) years against any kind of fading of colors and cracking.

5.5. REQUIREMENTS OF EDGE SEALING OF PRINTED GRAPHICS
5.5.1. Edge sealing is required on the edges of the vinyl to give protection against peeling off of the graphics film and preventing damages of the graphics film against vandalism.

5.5.2. The edge sealing material shall be clear acrylic/alkyd/PU resin applied on all the overlap joints of the film and end edges of the film with at least 10 mm footprint covering 5 mm on both the exposed edges. A slight change is expected in the gloss value at the joints where edge sealer is applied depending on the viewing angle.

5.5.3. The edge sealer should become water resistant within four hours of application.

5.6. REQUIREMENTS OF OVER LAMINATE

5.6.1. The surface of the graphic films shall be over laminated in an appropriate way in order to guarantee the resistance against operating stress and weather, acids, alkalis, salt solutions, scratch and tear from foreign objects.

5.6.2. The graphics film should have an over laminate supplied by the same manufacturer of the graphics film. The over laminate should be a PVC film with attractive gloss finish and should be UV stabilized, which is to be tested to ASTM G 152 for protection against deterioration and fading.

5.6.3. Over laminate should be applied on the printed graphics as per recommendation by the manufacturer of the graphics film after the printing has been done on the graphics film.

6. CHARACTERISTICS OF FINISHED GRAPHICS PRIOR TO APPLICATION

6.1. Thickness:

6.1.1. The film thickness shall be not more than 0.150mm +/- 15%, with sealing and print color. The test procedure for measuring thickness is ASTM D 3652.

6.2. Gloss Value:

6.2.1. The minimum gloss value shall be 70 achieved at 60° measured by gloss meter as per ASTM D 523. Gloss value shall not drop below 50 at 60° measured by gloss meter as per ASTM D 523, at any point of time during the service life of eighteen months from the date of application.

6.2.2. For every tender, a control sample of size 8” x 4” appropriately numbered shall be preserved for comparing gloss values and colour properties of the finished coaches in service for that particular tender.

6.2.3. For each rake, gloss values for two coaches shall be measured and recorded after application on the coach. The spectrodensito meter should be used for recording the colour characteristics. These values along with that of the control sample should be recorded on the quality check list for each rake.

6.3. Durability and Weathering Resistance:

The graphic films shall be durable and resistant to weathering for atleast 24 months in permanent outdoor – exposure. No kind of detachment, cracks, bubbles or similar effects shall occur during the applied state. The supplier shall submit proof of test from reputed independent laboratory (govt. accredited) of accelerated weathering, UV and environmental exposure as per ASTM G 152 using xenon arc/QUV panel machines at 0.63 nanometer UV A lamps, with 4 hour condensation and 4 hour UV exposure for min of 250 hrs. Post cycle specular gloss value, delta E color change, visual discoloration has to be reported. The color change should not be more than delta E=3, measured by approved spectrodensito meter (The instrument measures color value).

6.4. Adhesive Power:

The films shall stick on any metallic and painted surface, free from grease and silicone, without producing wrinkle, rolling up, detaching or tearing. The adhesive power of at least 17N – 25N as per clause 9.1.

6.5. Flammability:

The graphic film should fall under min. class B when tested as per UIC-564-2OR Appendix 12.

6.6. Temperature Resistance:

The film shall be resistant to temperatures between -10°C and +100°C without any visible changes such as detachment cracks, bubble formation and color changes. This property is to be tested as per clause 9.3.

6.7. Dimensional stability:
The shrinkage of the graphic films after application shall not exceed 0.2%. This is to be tested as per clause 9.4.

6.8. Resistance to Detergents:
The graphic films shall be resistant to detergents used by the IR for exterior cleaning of the coaches. The surface of the sealed film shall not soften and the color and the adhesive power shall not change. The same applies to surface softening and to all kind of detachments (waves, bubbles etc.). This should be tested as per clause 9.5.

6.9. Wash and Attrition Resistance:
The graphic films shall not suffer any visible color and gloss changes, detachments, cracks, bubbles etc. during external coach washing in accordance with IR field practices. Furthermore, the films shall not expand. The graphic films along with over laminate shall not show any visible color and gloss changes when tested as per ASTM D 1044 using cleaning solution as per clause 9.5.

6.10. Marking of the Product:
6.10.1. For identification the box of the accepted finished products shall be clearly marked with capital letters having height of more than 50 mm either by printing, stamping or needle perforation.
6.10.2. The marking should consist of the date of manufacture (month and year for example 12/04) of the finished product as well as manufacturer of the base material (cast vinyl film).
6.10.3. To have proper traceability, one tile on each coach shall carry identification code of the OEM and applicator and the month & year of application. The codes shall be assigned by OEMs in consultation with RCF or any other railway agency as specified in the tender.

7. APPLICATION OF GRAPHICS
7.1. Applications of Graphics have to be done using recommended application tools as mentioned by the manufacturer of the graphic film. The applicator has to show experience/training certificate of doing similar application on any moving vehicle by the manufacturer of the graphic film.
7.2. Application of the graphic film has to be done on the surface without using any soap solution and water. (Dry application for faster application and also to protect the paint of the coach). The surface should be rubbed down by means of grade 220 emery paper and cleaned with a soft cloth before application of fleet graphic film.
7.3. The application tool should be a nylon molded squeeze with low friction sleeve, which will prevent scratches on the graphics, and a nylon rivet brush with wooden handle to apply graphics on the rivets.

8. REMOVAL OF FILMS
8.1. In case removal of vinyl film/residual adhesive film is required within the warranty period because of manufacturing/application/printing defects, the OEM will arrange to get the film replaced at no cost to the Railways.
8.2. The time taken for removal of previous graphic & application of new graphic films should not be more than eight hours per coach.
8.3. The removal of the applied film should not be tedious. The removal should be done using a hot air blower but the temperature should not exceed 70°C. In case any film or adhesive residue is observed after removal, it should be possible to remove the residue by use of ISO propyl alcohol and lint free cloth or other proprietary solution, by the OEM, without any surface damage. Within the warranty period, the removal has to be done by the OEM.
8.4. The removal should in no way damage the painted surface of the coach. The OEM shall be liable for damages evident after removal of the film. The coach should be returned in the same condition as it was handed over initially.

9. TESTING THE VINYL GRAPHIC FILM
9.1. Adhesive power:
The adhesive power shall be tested as per ASTM D 3330, procedure A for 180° peel strength on a standard test panel of Stainless Steel, conditioned as per ASTM D 4332 at a peel off velocity of 360mm/minute.

9.2. Controlled release adhesion:
This shall be tested visually for presence of air channels on the adhesive side of the base film after the removal of release liner.

9.3. Temperature resistance:
Two test specimens 25mm x 200mm are stuck onto test plates of stainless steel, polished to a completely plane surface and are subsequently stored at standard reference atmosphere. The specimens are subjected to temperature changes for seven cycles-each cycle comprising of 8 hours of -10°C and 16 hours of 100°C.

9.4. Dimensional stability:
Four 160 mm x 160 mm test specimens are stuck onto degreased and etched aluminium plates with the dimension of 150 x 150 x 8 mm and are stored for 72 hours in standard reference atmosphere. The projecting test specimen is then cut with a sharp knife (razor blade) along the test plate. Afterwards, the test specimens are stored for 48 hours at 70°C and are then cooled down for 2 hours in standard reference atmosphere of 23 +/- 1°C and 50% relative humidity. Measurement of the shrinkage at two measuring points in longitudinal and transverse directions should be done.

9.5. Resistance against detergents:
The test is to be carried out with two, test solutions.

Duration of test: 24 hrs.

„A“ Solution „B“ Solution
• 40% phosphoric acid
• 15% emulsifying agent
• 45% water (distilled)
• 10% Fatty alcohol polyethylene Glycol ether - 10%
• Sodium cumenesulphonate (40% solution) - 5%
• NTA liquid (40% solution) Trilon A, BASF - 5%
• Triethanolamine - 20%
• Totally demineralized water - 60%

Emulsifying agent: Oleyl - stearylalchohol mix (with iodine value 50) with 10-mol ethylene oxide. Max. application concentration for test solution A and B 1:4 respectively

10. PACKING
Cut films are to be dispatched, bundled up and securely packed in cardboard. Other graphics are to be rolled up on a cardboard roll/tube with the film side on the outside and shall be dispatched under safe transit.

11. GUARANTEE AND REPLACEMENT
11.1. The time period of guarantee should be two years for stuck films for manufacturing, printing, application defects.
11.2. The supplier shall replace all the graphics rejected on final acceptance due to their non-compliance with the requirements and those product that show deficiencies during the time period of guarantee by products complying with the requirements within a period of four weeks.
11.3. The OEM shall be responsible for any quality related issues of the printing ink also.
11.4. The OEM of the film shall take responsibility for the manufacturing, printing, application and performance of the film and shall submit a performance bank guarantee with each tender, valid for two years from the date of application of graphic film.

3.3. **Annexure B: Train Design**

3.4. **Annexure C: Draft Format for Inspection Report**

The Agency shall complete and submit the inspection report for each coach in the format indicated below. The completed inspection reports must be submitted at the time of handing over the train for the review of MTDC. Final approval of completion of the vinyl wrapping cannot be granted without the inspection report.

**FINAL INSPECTION REPORT**

Coach No:
Type:

**Exterior Surface**

<table>
<thead>
<tr>
<th>Location No.</th>
<th>Initial DFT</th>
<th>Surface Preparation</th>
<th>Epoxy primer Std.60-80 microns</th>
<th>PU base surfacer Std. 50 microns</th>
<th>Finish PU paint Std. 40 microns</th>
<th>Clear coat Std. 40 microns</th>
<th>Gloss after clear coat &gt;80 at 60 deg</th>
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</table>

Surface area covered by vinyl wrapping_______________ Sq. ft.
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

Agency:
Signature:

Name:
Stamp:

MTDC Representative:
Signature:

Name:
Stamp
4. MISCELLANEOUS

4.1.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

4.1.2. MTDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
   a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
   b) consult with any Bidder in order to receive clarification or further information;
   c) pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
   d) retain any information and/or evidence submitted to MTDC by, on behalf of, and/or in relation to any Bidder; and/or
   e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

4.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

4.1.4. All standards, technical specifications and codes of practice referred to shall be latest editions including all applicable official amendments and revisions.

4.1.5. The Bidders shall have to comply with the provisions of the (a) Contract Labour (Regulation & Abolition) Act, 1970 (b) Apprentices Act, 1961 and (c) Minimum Wages Act, 1948 or the notifications thereof or any other laws relating to and the rules made and order issued thereunder from time to time.
5. ANNEXURE

Annexure A. Letter of Qualification Bid in form of Affidavit
(To be furnished in Non-Judicial Stamp-paper of appropriate value duly notarized)

[Letter content]

Date:

To,

Managing Director,
Maharashtra Tourism Development Corporation Ltd.
Apeejay House, 4th Floor, 3 Dinshaw Vachha Road,
Near K.C College, Churchgate,
Mumbai, Maharashtra-400 020

Sub: Bid for the Project – Bid for the selection of an Agency for Vinyl Wrapping of the
Deccan Odyssey Luxury/LHB Coaches

Dear Sir,

1. With reference to your RFP document dated __________, I/we, having examined the Bidding
Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.
The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and
the documents accompanying the Bid for selection of the Service Provider for the aforesaid
Project, and we certify that all information provided therein is true and correct; nothing has been
omitted which renders such information misleading; and all documents accompanying the Bid are
true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Service Provider for aforesaid
Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or
require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or
otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to
challenge the same on any account whatsoever

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

7. I/ We declare that:

   a) I/ We have examined and have no reservations to the Bidding Documents, including any
      Addendum issued by the Authority;

   b) I/ We do not have any conflict of interest in accordance with Clauses Error! Reference source
      not found.Error! Reference source not found.Error! Reference source not found. of
      Volume-II, Instructions to Bidders of the RFP document;

   c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt


c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.1.3 of Volume-II, Instructions to Bidders of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 2 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 1.9 of the Volume-II, Instructions to Bidders.

9. I/ We believe that we/ our Consortium satisfy(s) the Financial Experience criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Bidder of the Consortium, or our/ its Associates are not a Bidder of any other Consortium submitting the Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Bidder of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Bidder of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the government or convicted by a court of law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or our Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

15. I/ We acknowledge and agree that in the event of a change in control of any member of our Consortium whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Master Services Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Master Services Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.}

16. The Statement of Legal Capacity as per the format at Appendix B8. Statement of Legal Capacity of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Bidder of consortium as per format provided at Appendix B5. Power of Attorney for signing of Bid and Appendix B6. Power of Attorney for Lead Bidder of Consortium respectively of the RFP, are also enclosed.
17. I/ We understand that the Selected Bidder shall incorporate a Company under the Indian Companies Act, 2013 on winning the bid prior to Service Agreement signing date.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Master Services Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Master Services Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of work.

21. I/ We paid an EMD of INR 02 Lakhs(Two Lakhs only) to the Authority in accordance with the RFP Document.

22. The copy of EMD payment receipt in the form prescribed in this RFP.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

25. {We, the Consortium Bidders agree and undertake, i) to incorporate a Special Purpose Vehicle ("SPV") , ii) to be jointly and severally liable for all the obligations of the Service Provider under the Master Services Agreement till occurrence of Financial Close in accordance with the Master Services Agreement.}

26. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

27. If our bid is accepted and LOA is issued in our favour, we commit to obtain a performance security in accordance with the Bidding Documents.

28. We understand that this bid, together with your written acceptance thereof included in your LOA, shall constitute a binding contract between us, until a formal contract is prepared and executed.

29. All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the Bid may be rejected and no objection/claim will be raised by the under-signed.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/ Lead Bidder
Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.
Annexure B. Qualification Bid

Appendix B1. Details of Bidder

1. Details of Bidder
   a) Name : 
   b) Country of incorporation : 
   c) Address of the corporate headquarters and its branch office(s), if any, in India : 
   d) Date of incorporation and/or commencement of business : 

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in the Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority
   a) Name : 
   b) Designation : 
   c) Company : 
   d) Address : 
   e) Telephone Number : 
   f) E-Mail Address : 
   g) Fax Number : 

4. Particulars of the Authorised Signatory of the Bidder
   a) Name : 
   b) Designation : 
   c) Address : 
   d) Phone Number : 
   e) Fax Number : 

   Note: The information above (1-4) should be provided for all the members of the Consortium.

5. Information regarding role of each member should be provided as per table below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Member</th>
<th>Role*</th>
<th>Percentage of equity in the Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The role of each Bidder, as many be determined be the Bidder.

6. The following information shall also be provided for each member of the Consortium.
Name of Bidder / Bidder of Consortium:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project(s)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the bar subsist as on the date of Bid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Are there any pending court cases (criminal or civil) against directors / partners of the Bidder/constituent of the Consortium?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. A statement has to be provided by the Bidder and each of the members of its consortium (if applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary):
### Appendix B2. Evaluation of Technical Experience

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>Project Code</th>
<th>Project Name</th>
<th>Project Details</th>
<th>Appointed Date / Service Start Date (MM-YYYY)</th>
<th>Equity held in the project SPV / executing company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity Bidder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Lead Member (CL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1 (C1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2 (C2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**

1. A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

2. Please provide supporting documents / work order / agreements, etc. to substantiate the claim of experience.

---

**Certificate from the Statutory Auditor**

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder/ Member of the Consortium.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)

Seal of the Firm
Appendix B3. Details of Eligible Projects
(Refer Clause 2.2.2. in Volume-I, Project Vitals)

Name of Bidder / Consortium Member:

<table>
<thead>
<tr>
<th>Item (1)</th>
<th>Particulars of the Project (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; nature of the project (Give a brief description for better understanding)</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td></td>
</tr>
<tr>
<td>Entity for which the services were provided</td>
<td></td>
</tr>
<tr>
<td>Scope of the Project</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Name(s) of other Bidders of consortium, in case the said project was executed as a consortium</td>
<td></td>
</tr>
<tr>
<td>Scope of the work for which the Bidder was responsible</td>
<td></td>
</tr>
<tr>
<td>Capital cost of the project (provide details of land cost separately, if applicable)</td>
<td></td>
</tr>
<tr>
<td>Services Start Date / LOA</td>
<td></td>
</tr>
<tr>
<td>Equity shareholding (with period during which equity was held)</td>
<td></td>
</tr>
</tbody>
</table>

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, [this is to certify that ……………………… (name of the Bidder) was engaged by ……………… (title of the project company) to execute ……………… (name of project) for ……………… (nature of project). The services commenced on ……………… (date). It is certified that ……………… (name of the Bidder/ Bidder) ……………………… (operations and maintenance of <Type of project>).

We further certify that the total cost of project is as follows:

1) Name of the <Project 1>:<Cost>
2) Name of the <Project 2>:<Cost>

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

Instructions:

a) Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP document. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

b) A separate sheet should be filled for each Eligible Project.

c) Name, address and contact details of owner/ Authority/ Agency (may be provided.

d) The date of commissioning of the project, upon completion, should be indicated. In case of construction, completion of construction should be indicated.
e) The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given.

f) Experience for any activity relating to an Eligible Project shall not be claimed by more than one Member of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

g) Certificate from the Bidder’s statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Member may provide the requisite certification.

   In case duly certified audited annual financial statements (as per the provisions of this RFP) containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

h) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for shortlisting of bidders.
## Appendix B4. Financial Experience of the Bidder

(Refer Clause 2.1.3. of Volume-I, Project Vitals)

**Turnover:**

<table>
<thead>
<tr>
<th>Bidder type</th>
<th>Equity Shareholding in SPV of Proposed Project (%) (2)</th>
<th>Turnover in the year FY 2014-15 in INR (3)</th>
<th>Turnover in the year FY 2015-16 in INR (3)</th>
<th>Turnover in the year FY 2016-17 in INR (3)</th>
<th>Turnover in the year FY 2017-18 in INR (3)</th>
<th>Turnover in the year FY 2018-19 in INR (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single entity Bidder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover (INR Crore) (4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name & address of Bidder’s Bankers:**

**Instructions:**

1. Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

2. For Turnover, refer Clause 2.1.3.a) in Volume-I, Project Vitals

3. For conversion of US Dollars to Rupees, the rate of conversion shall be considered as INR 69.45 (Rupees Sixty Nine and Forty Five Paise) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

4. The Bidder/ its constituent Consortium Bidders shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   a) reflect the financial situation of the Bidder or Consortium Bidders;
   b) be audited by a statutory auditor;
   c) be complete, including all notes to the financial statements; and
   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

5. The Bidder shall provide an Auditor’s Certificate specifying the turnover of the Bidder.

6. The Bidder should provide details of its own Financial Capacity specified in Clause 2.1.3. in Volume-I, Project Vitals

7. The Bidder shall also provide the name and address of the Bankers to the Bidder.
### Certificate from the Statutory Auditor

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder/ Member of the Consortium whose annual Turnover as on:

1) Year 1 (31/03/2019) is INR __________ (Rupees in words)
2) Year 2 (31/03/2018) is INR __________ (Rupees in words)
3) Year 3 (31/03/2017) is INR __________ (Rupees in words)
4) Year 4 (31/03/2016) is INR __________ (Rupees in words)
5) Year 5 (31/03/2015) is INR __________ (Rupees in words)

Average Annual Turnover for the past 5 financial years is INR __________ (Rupees in words)

Name of the Authorised Signatory:
Designation:
Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)
Seal of the Firm

### Net Worth:

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder/ Member of the Consortium whose net worth as on 31.03.2019 is INR ________________ (Rupees in words)

Name of the Authorised Signatory:
Designation:
Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)
Seal of the Firm

### Appendix B5. Power of Attorney for signing of Bid

(To be executed on Stamp paper of INR 500 (Rupees Five Hundred only) or of appropriate value)
Know all men by these presents, I/We…………………………………………….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ....................... son/daughter/wife of ................................. and presently residing at .............................., who is presently employed with us/ holding the position of ................................., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our bid for (insert name of the properties bid for)to the Maharashtra Tourism Development Corporation (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Master Services Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Master Services Agreement with the Authority.

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

IN WITNESS WHEREOF WE, …………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF …………. 2……

For ……………………………

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Notarised)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
Appendix B6. Power of Attorney for Lead Bidder of Consortium

(To be executed on Stamp paper of INR 500 (Rupees Five Hundred only) or of appropriate value)

Whereas the Maharashtra Tourism Development Corporation (the "Authority") has invited bids for the following project (the "Project(s)"):

Whereas, .................................., ..................................and .................................. (collectively the "Consortium") being Bidders of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Bidders of the Consortium to designate one of them as the Lead Bidder with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, .................................. having our registered office at .................................., M/s. .................................., having our registered office at .................................., and M/s. .................................., having our registered office at .................................., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s .................................., having its registered office at .................................., being one of the Bidders of the Consortium, as the Lead Bidder and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Lease/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Master Services Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .................. DAY OF .................., 20....

For .................................. 
(Signature, Name & Title)

For ..................................
(Signature, Name & Title)

For ..................................
(Signature, Name & Title)

(Executants)
(To be executed by all the Bidders of the Consortium)

Witnesses:
1.
2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
Appendix B7. Joint Bidding Agreement *

(To be executed on Stamp paper of INR 500 (Rupees Five Hundred only) or of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ............ day of ........, 20....... AMONGST

1. [........... Limited, a company incorporated under the Companies Act, 2013] and having its registered office at ............ (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [........... Limited, a company incorporated under the Companies Act, 2013] and having its registered office at ............ (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [........... Limited, a company incorporated under the Companies Act, 2013] and having its registered office at ............ (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, [THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

(A) Maharashtra Tourism Development Corporation, a registered company under the Companies act 2013, set up on 20/01/1975 by the Govt. of Maharashtra, represented by its Managing Director and having its principal offices at Maharashtra Tourism Development Corporation Ltd. Apeejay House, 4th Floor, 3 DinshawVachha Road, Near K.C College, Churchgate, Mumbai, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal No. ____________ dated ____________ (the "RFP") for selecting Service Provider for ____________ (the "Project").

(B) The Parties are interested in jointly bidding for the Project as Bidders of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the Bidders of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Master Services Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Master Services Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Bidder of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Master Services Agreement when all the obligations of the SPV shall become effective;

b) Party of the Second Part shall be [Proposed role of the Bidder in the Consortium];

c) Party of the Third Part shall be [Proposed role of the Bidder in the Consortium]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Master Services Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Master Services Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
First Party:
Second Party:
[Third Party:]

6.2 The Parties undertake that the First Party will hold a minimum of 51% (fifty one percent) and other Parties will hold a minimum of 11% (eleven percent) of the Equity of the SPV shall, at all times till the fifth anniversary of the COD of the Project, be held by the Parties of the First, Second, [Third] Part whose experience and net worth have been reckoned for the purposes of short-listing of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that they shall comply with all Equity lock-in requirements set forth in the Master Services Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of
the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Bidder is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, grant, or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Master Services Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not Qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not Qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of
Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

LEAD BIDDER by: 

(Signature) 

(Name) 

(Designation) 

(Address) 

SIGNED, SEALED AND DELIVERED 

For and on behalf of 

THIRD PART by: 

(Signature) 

(Name) 

(Designation) 

(Address) 

In presence of: 

1. 

2. 

Notes: 

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. 

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Bidder. 

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. 

4. The Shareholders Agreement indicating Equity share of each Bidder will have to be shared with MTDC prior to the Appointed Date.
Appendix B8. Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.No: Date:

To,
The Managing Director
Maharashtra Tourism Development Corporation Ltd.
Apeejay House, 4th Floor,
3 DinshawVachha Road, Near K.C College,
Churchgate, Mumbai,Maharashtra- 403001

Sub: Bid for the selection of Selection of an Agency for Vinyl Wrapping of the Deccan Odyssey Luxury/LHB Coaches

Dear Sir,

We hereby confirm that we {/ our members in the Consortium (constitution of which has been described in the Bid)} satisfy the terms and conditions laid out in the RFP document.

{We have agreed that ...................... (insert member's name) will act as the Lead Member of our consortium.}

We have agreed that ...................... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP.}

Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of......................

[Please strike out whichever is not applicable.]
WHEREAS:

1. ………………….. (the "Service Provider") and the Managing Director, Maharashtra Tourism Development Corporation (the "Authority") have entered into a Service Agreement dated ……………….. (the "Agreement") whereby the Authority has agreed to the Service Provider undertaking Project Operation, Maintenance, Marketing, Management and Transfer on As-Is-Where-Is basis, subject to and in accordance with the provisions of the Agreement.

2. The Agreement requires the Service Provider to furnish a Performance Security to the Authority in a sum of _____________ (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Operations Period (as defined in the Agreement).

3. We, …………………..through our Branch at …………………. (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Service Provider’s obligations during the Operation Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of the Managing Director, Maharashtra Tourism Development Corporation that the Service Provider has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Service Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Service Provider for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/or the Bank,
whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Service Provider under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force in compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security will be valid for the period of the work and during the O&M period.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force till the period mentioned in Paragraph 8 above.

Signed and sealed this .......... day of ............, 20.......... at ............

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by
NOTES:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
**Annexure C. Financial Proposal**

Financial proposal of the bidders is to be uploaded on the e-tendering website [https://www.mahatenders.gov.in](https://www.mahatenders.gov.in) only. No physical copy of the same need be submitted.

(Not to be uploaded to e-procurement portal, for calculation only)

<table>
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<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>BASIC RATE Rs.</th>
<th>TOTAL AMOUNT Rs.</th>
<th>TOTAL AMOUNT In Words</th>
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<td>1</td>
<td>Cost of vinyl wrapping for 22 coaches of Deccan Odyssey including 1. Removal and disposal of existing film. 2. Surface preparation for application of Graphic film. 3. Supply of graphic film. 4. Application of graphic film. 5. Edge sealing, tamper resistant coating. 6. Annual Maintainance for upcoming 5 Years. (Rate should be inclusive of Goods &amp; Service Tax, Cess and all other Taxes)</td>
<td>1994.00</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
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Total in Figures

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71