

# Maharashtra Metro Rail Corporation Limited

(A Joint Venture of Govt. of India & Govt. of Maharashtra)



**Name of Work: Appointment of Internal Auditor for Maha-Metro.**

**Tender No:- N2-025/Misc-01/2023**

**October -2023**

**“Metro Bhawan”, VIP Road, Near Dikshabhoomi, Ramdaspath,  
NAGPUR, MAHARASHTRA-440010 (INDIA)**

**Ph. 0712-2554217**

**Website:** <http://www.mahametro.org>

**E-mail :** [md.mahametro.tenders@gmail.com](mailto:md.mahametro.tenders@gmail.com)


**Maha-Metro,e-tendering portal** <https://mahatenders.gov.in/nicgep/app>

## INDEX

| <b>Sr.<br/>No.</b> | <b>PARTICULRS</b>          | <b>PAGE No.</b> |
|--------------------|----------------------------|-----------------|
| 1                  | Notice Inviting Tender     | 3               |
| 2                  | Term of Reference          | 4               |
| 3                  | Financial Bid              | 18              |
| 4                  | Bid Forms & Contract Forms | 24              |

E- Tender No: N2-025/Misc-01/2023

**NOTICE INVITING TENDER (NIT)**

|  |  |
|--|--|
|   | <p align="center"><b>E-TENDER NOTICE</b><br/> <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b><br/>         (A joint venture of Govt. of India &amp; Govt. of Maharashtra) "Metro Bhawan", VIP<br/>         Road, Near Dikshabhoomi, Dharampeth, Nagpur-440010<br/>         E-mail: <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a><br/> <b>WebSite: <a href="http://www.metrotrainnagpur.com">www.metrotrainnagpur.com</a></b><br/>         Telefax: 0712-2554217</p> |
| Tender Notice No. N2-025/Misc-01/2023  | Dated: 30.10.2023  |
| Name of Work: - <b>Appointment of Internal Auditor for Maha-Metro</b>  |  |
| <b>KEY DETAILS:-</b>   |  |
| Completion Period  | <b>01 Year and 03 Months.</b>  |
| Documents on sale  | Documents can be downloaded from <b>16.00 hrs. On 31.10.2023 to 16.00 Hrs. On 24/11/2023</b> from MAHA-Metro's E-Tender Portal.  |
| Cost of documents  | <b>INR 11,800/- (Eleven Thousand Eight Hundred only)</b> - non-refundable (inclusive applicable taxes) payable through e-payment by Credit Card/ Debit Card/Net Banking, as per procedure given in e-tender portal.  |
| Tender Security  | The tender security (EMD) amount shall be <b>Rs. 40,000/ (Forty Thousand Only)</b> payable by <b>RTGS/NEFT/Credit Card/Debit Card/Net Banking</b> Online as per procedure in E-tender Portal.<br>Agencies registered as MSME (in category Micro or Small) are exempted from the submission of EMD; instead, they shall submit Certificate of registration as MSME and Bid Securing Declaration.  |
| Pre-Bid Meeting  | At <b>11.00 hrs. On Dt. 10/11/2023</b> at the office of ED/Procurement, Maha-Metro. Bidder's Queries must be submitted through e-mail ID: <a href="mailto:md.nmrc.tenders@gmail.com">md.nmrc.tenders@gmail.com</a> with subject as "Pre-Bid queries for Appointment of Internal Auditor of Maha-Metro" (The pre-bid meeting may be arranged via Video Conference. Link shall be published on eTender Portal of Maha-Metro)   |
| Date & Time of submission of Tender  | Online submission up till <b>16.00 Hrs. on 24/11/2023</b> on Maha-Metro's e-tender portal.   |
| Date & Time of Opening of Technical bid  | On <b>24/11/2023 at 16.30 Hours</b> at <b>"Metro Bhawan", VIP Road, Near Dikshabhoomi, Ramdaspeth, Nagpur 440010</b>   |
| <ol style="list-style-type: none"> <li>1. To view this tender notice (NIT), interested bidder may visit the Maha-Metro website <a href="http://www.metrotrainnagpur.com">www.metrotrainnagpur.com</a>, or CPPP portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></li> <li>2. Sale of document, e-Payment procedure, submission and other details are available on Maha-Metro tender portal under section in e-tender portal <a href="https://mahatenders.gov.in/nicgep/app">https://mahatenders.gov.in/nicgep/app</a></li> <li>3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, in no case, will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</li> </ol> |  |

Executive Director (Procurement),  
Maharashtra Metro Rail Corporation Limited

# **MAHARASHTRA METRO RAIL CORPORATION LTD. (MAHA-METRO)**

## **TERMS OF REFERENCE FOR OUTSOURCING OF INTERNAL AUDIT**

### **1. BACKGROUND**

Maharashtra Metro Rail Corporation Ltd., (Maha-Metro) hereinafter referred to as the client is the Special Purpose Vehicle of the Govt. of Maharashtra (GoM) and the Govt. of India (GoI) for implementation of Metro Rail projects in the State of Maharashtra.

The project aims to alleviate the traffic problems of the city and reduce vehicular pollution. The Client intends to invite Tenders to carry out an Internal Audit function for the project and O&M activities of Maha Metro. The period of audit shall be of 1 year and 3 months..

### **2. PURPOSE**

The Internal Audit service is responsible for providing an independent audit of the entire projects, including external projects and operational activities, financial or otherwise of Maha-Metro. It should provide a service to the whole organization, including all the levels of management. It is not an extension of, nor a substitute for, good management, although it can have a role in advising management. The Internal Audit service is responsible for evaluation and reporting to Director (Finance) and thereby providing assurance on the arrangements for risk management, control, governance & quality of data.

Based on above, Maha Metro invites tenders from audit firms to conduct risk based assessment, identifying the potential risks areas and agrees on an annual concurrent internal audit plan for a period of 1 year and 3 months.

### **3. BRIEF SCOPE OF THE WORK**

The Internal Audit Service shall cover the adequacy of controls, necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management have taken the necessary steps to achieve these objectives and manage the associated risks.

The scope of Internal Audit works shall cover all projects including O&M, external projects & internal financial controls and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements.

The audit will be carried out in accordance with relevant standards of auditing and will include such tests and controls as the auditor considers necessary under the circumstances. The scope & responsibilities of the Internal Audit functions include the following during the project and the operational phase.

#### **General Responsibilities**

1. To advise on, formulate and evaluate policy within the responsibilities of the Board of Directors;
2. To ensure compliance with manuals, policies, delegation of powers, laws and regulations including all statutory requirements;
3. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including those used in decision making;
4. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
5. Verify that the system of internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
6. Identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
7. To ensure that capitalization of assets is done accurately;
8. To provide all requisite information to ensure adequate controls are developed within the ERP system to be procured to serve the above objectives;
9. Conducting special assignments and investigations, if decided by Audit Committee / Managing Director / Director (Finance) into any matter or activity affecting the probity, interests and efficiency of Maha-Metro;
10. To assist the Finance & Accounts Department of Maha-Metro in finalization of Accounts;
11. To ensure adequacy of various manuals in the Company and advice suitable modifications to the Management from to time.

This assignment of Internal Audit will be done on concurrent and full time basis under the control of at least one qualified Chartered Accountant having minimum two years post qualification experience with SAP knowledge along with staff of two assistant for Nagpur and Pune each who can be replaced only with prior approval of Maha-Metro.

**Objective: -**

- I. To verify and scrutinize all payments with reference to agreements and adjustments thereof while accounting for the works done by them and ensure that deductions in respect of mobilization & other advances, statutory deductions etc., are correctly made from the bills. Also verify that all accounts are reconciled from time to time.
- II. To verify work-in-progress with reference to Interim payment certificates and certification of progress issued by the Executive, quantum of work-in-progress recorded should be compared with work orders / contracts and subsequent approvals for variations, to ensure that payments are duly authorized.
- III. To check that adjustments for returns, shortages, damages and unserviceable stores are properly made.
- IV. To check that various statutory compliances and tax returns are timely filed.
- V. Verification of bank guarantees, insurance policies and specific emphasis to be given on final payments.
- VI. To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of person particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.

**Detailed / Functional Scope of Internal Audit**

| Area / Activity              | Scope of Internal Audit  |
|------------------------------|--|
| Internal Control             | <p>Review the existing internal financial control system for its adequacy and also to check the reporting system in various functional areas like Revenue/sales, accounts, contracts and construction, stores etc.</p> <p>Review Risk Management Policies and mitigation plans to access their adequacy.</p>   |
| Accounts Payable             | <p>Booking of liability – 3-way match process, invoice verification supplier payments (including on account payments) based on authorization and appropriate supporting.</p> <p>Advance payments to supplier and adjustment against actual liability.</p> <p>Deductions in respect of quantity rebate, discount, taxes and retention money.</p> <p>Review of creditor's sub-ledger including reconciliation with General Ledger Control account, ageing of creditors balance and scrutiny of old credit balances.</p> <p>In case where LD clause is mentioned in the PO, whether Liquidated Damages are claimed from the supplier/contractors, balance confirmation from suppliers/contractors, Raising of Debit notes in case of Material Rejection (including rejection charges as per management policy), Full &amp; Final settlement of contractors.</p> |
| Receiving Process of Stores. | <p>Gate control over receipt of material, Accounting and recording of material at the time of receipt of material,</p> <p>Inspection procedures before acceptance of materials and authorization in case of deviation,</p> <p>Material rejections, claims and replacements thereof,</p>  |

| Area / Activity  | Scope of Internal Audit   |
|--|---|
|  | Storage and warehousing procedure,<br>Third party confirmation in case of inventory lying with third party, if any.   |
| Personnel and Payroll Audit                                  | Review of policies of staff selection, training, remuneration, performance appraisal and separation.<br>Review of personnel files and existence of documents as per the Personnel Policy<br>Review of attendance and leave records<br>Computation, verification of remuneration and allowance payable<br>Review of staff advance and recovery thereof<br>Inquiring into reasons for abnormal variance in personnel cost<br>To verify expenditure on staff welfare with budgeted expenses.<br>Monthly salary payments including statutory deductions, Recoveries, Leave records, Claims, Any other areas not listed above  |
| Contract Management including Tender process and procurement | Review of Tender process, procurement, Process of appointment of contractors for various work<br>Agreement Review, Review of records maintained for progress of work<br>Physical attendance of workers deployed if any, Compliance of labour laws, if any. Validity and value of Bank Guarantees, Letter of Credit and Insurance policies.  |
| Fixed Asset  | The physical verification of assets is being carried out with due diligence. Verification of all Assets of the company at the end of each financial year.<br>Adequacy of laid down policies and procedures in respect of Fixed Assets.<br>Review of maintenance and updating of Fixed Asset Register during the year including details of cost, identification and location of assets.<br>Adequacy of insurance coverage of fixed assets<br>Review of the balances outstanding in the Capital work in Progress of project and/or capitalization.<br>Checking of Fixed Assets capitalization including compliance to laid down policy for capital expenditure.<br>Review of capitalization of Project cost during implementation and indirect taxation implication |
| Computer Controls SAP/5DBIM                                  | Review of general computer control and application control<br>Review of SAP control and 5DBIM application control<br>Review of new systems being updated from time to time<br>Review of Disaster Recovery Plan.   |
| Cash and Bank Balances & Transactions                        | Debits made by the bank are checked for correctness<br>Review and comment on Bank Reconciliation Statement,<br>Physical verification of cash at periodic intervals except imprest balance.  |
| General Accounting   | General Ledger Scrutiny,<br>Comparison of budgeted and actual expenses,<br>Scrutiny of Expenses Account,<br>Reconciliation of Balances of Control Accounts vis-à-vis Balances   |

| Area / Activity         | Scope of Internal Audit   |
|-------------------------|---|
|                         | as per General Ledger,<br>Checking and rectification of Cost Centers/WBS and Expense head of each entry in the ERP/SAP system.  |
| Treasury and Insurance  | Review of fund management process, interest and financial charges, non-fund based limits.<br>Adherence of Investment Policy<br>Adequacy of insurance coverage and claims status<br>Review of Bank guarantees and its system from time to time.  |
| O & M                   | Revenue<br>Review of revenue accounting from stations / head office<br>1) Fare Box collection (including Daily collection report verification, Revenue collected in advance, Reconciliation with AFC system, and Reconciliation with AFC partner.)<br>2) Non fare box collection (including verification of certificate issued by bank with transfer of funds to Maha-Metro's bank account)<br>3) Lease/ Rental income / Advertisement / property development/ station oriented development and any other income<br>4) Interest earned from short term deposit<br>5) Consultancy income<br>6) Assessment & revaluation of chance of Revenue leakage, if any<br><br>Ensuring compliance with the SOP's on "Revenue management at stations" including physical verification of cash at stations.<br>All recurring and non-recurring expenditure related to O&M. |
| Land                    | Verification of title deeds of land.<br>Accounting treatment of Land and Grant/Subordinate Debt.<br>Payments & claims of lands.<br>Property tax and ground rent.  |
| Annual Accounts Closing | Assist in finalization of accounts and Verification of Fixed asset capitalization workings as and when asset capitalization takes place.  |
| Return & Compliances    | Assisting, checking and Auditing of Statutory returns related to GST & TDS well in advance before the due date of filing of the returns. The Auditor to communicate on new amendments & updates related to Income tax and GST.  |

All works done by the Internal Audit Service should be properly documented, evidenced and properly filed for any reference. The documentation shall comply with the guidelines prescribed and applicable. A detailed scope of work as mentioned above is only illustrative and not exhaustive which may be read in conjunction of this broad scope.

#### 4. PERIOD OF INTERNAL AUDIT

The period of internal audit will be one year and three months and it shall be running concurrently with the year during which the audit is done.



## **5. INTERNAL AUDIT REPORTS**

The report should be structured in a manner to provide the following:

- (a) Audit observations;
- (b) Implications of the observations with root cause;
- (c) Suggested recommendations;
- (d) Management's comments/agreed actions and
- (e) Status of actions on the previous recommendations.

In addition, the internal auditor should prepare and submit a consolidated report on a quarterly basis, summarizing the individual contract package wise interim reports and highlighting the critical issues which require the immediate attention of Maha-Metro. The reports should be submitted to Maha-Metro within 15 days of the close of each quarter. Audit observations noticed during concurrent audit shall be rectified immediately. An audit report will be submitted in four phases of three months each ending on 30th June, 30th September, 31st December and 31st March. The quarterly audit report should include the findings / observations of at least one process audits. However, the auditor may issue any implementation or specific observation at any point of time to attend attention of the Management, if such demand is felt by the auditor. The Audit for the month of March of the respective financial year shall require to be completed by 15th April of subsequent financial year. Accordingly, the resources will remain deployed till the month of April.

The auditor should discuss results of audit with the Director (Finance) of Maha-Metro and the Audit Committee. The report in respect of Maha-Metro shall be submitted in triplicate for each phase. Process Audit of any one processes is required to be carried out and report of the same to be submitted along with the quarterly audit report clearly indicating the findings, if any..

## **6. RESPONSIBILITY OF THE INTERNAL AUDITOR**

The responsibility of the Internal Auditor would include the following:

- Develop a flexible annual internal audit plan using an appropriate risk based methodology, including any risks or control concerns identified by management and submit that plan to Maha-Metro and approval as well as periodic updates.
- Implement the annual internal audit plan, as approved, including as appropriate any special tasks or projects requested by management and the audit committee.
- Maintain a professional audit staff with sufficient knowledge, skills, and experience and professional certifications to meet the requirements of this Charter.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and / or expansion.
- Issue periodic reports to the audit committee and management summarizing result of audit activities, including significant audit issues and management action plans.
- Keep the audit committee informed of emerging trends and successful practices in internal auditing.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management, and the audit committee of the results.

- The Internal Audit Service agrees to comply with any requests from the external Auditor of Maha-Metro for access to information, files or working papers obtained or prepared during the Internal audit work that they need to discharge their responsibilities.
- All Notices, Demands issued by the Taxation Authorities including GST and any other Statutory Department should be resolved by the Internal Auditor.

## **7. REPORTING**

The Internal Audit should report any serious weakness, significant fraud or major accounting breakdown discovered during the normal course of audit.

The manner and intervals in which the internal audit shall be conducted and reported shall also be in compliance with the relevant provisions of the Companies Act as applicable.

## **8. OTHER TERMS AND CONDITIONS**

1. Firms selected by Maha-Metro shall maintain ethics of faith and the information provided by Maha-Metro shall be kept 'strictly confidential'. The firm shall execute "Confidentiality Non-Disclosure Agreement" before commencement of the Internal Audit Assignment.
2. The audit firm shall employ suitably qualified and experienced personnel as and when required for internal audit. The firm shall furnish the list of personnel deputed for Maha-Metro audit with details before commencement of audit. The list shall be reviewed and approved by Maha-Metro with or without modification. Except as Maha-Metro may otherwise agree, no change shall be made in the approved list of personnel. If for any reason beyond the reasonable control of the Audit Firm, it becomes necessary to replace any of the Personnel, the Audit Firm shall forthwith provide as a replacement, a person of equivalent or superior qualification with the prior approval of Maha-Metro.
3. The company can determine the manner and intervals in which the Internal Audit shall be conducted and report to comply with the Companies Act, 2013.
4. All assignments shall be carried out with due diligence maintaining quality of work done and in least possible time.
5. All reporting including MIS shall be done on concurrent basis as required by Maha-Metro from time to time.
6. The Audit work being conducted by the firm will be subject to supervision by Finance and accounts Department of Maha-Metro as and when required to ensure that the work is progressing as per agreed plan.
7. In case of non-fulfillment of any instructions issued by Maha-Metro, Maha-Metro will be entitled to cancel the audit work without any obligations.
8. The successful firm shall not be entitled to claim any additional amount including TA/DA, Out of Pocket expenses etc. for any reason whatsoever for the above audit work.
9. Maha-Metro reserves the right to reject any or all offers received without assigning any reasons.
10. These are only proposed draft terms and conditions and can be modified at any time by the Maha-Metro at its sole discretion.

11. The Audit party will consist of sufficient number of experienced and qualified professional in relevant field.
12. The Internal Audit shall ensure following aspects which are indicative but not limited while applying pre-audit function.
  - Proper Documentation to support transaction
  - Due approvals as per the delegation of power in effect from time to time.
  - Financial terms and conditions of PO (Purchase Order) / WO (Work Order) / Contract etc.
  - Quality and Satisfactory confirmation by concerned HOD.
  - Applicable rules, directions, guidelines, GRs etc., of the Government.
  - Arithmetic check of all kinds.
13. Maha-Metro reserves the right to cancel selected firm, if it considers necessary. In case of any dispute, the decision of MD, Maha-Metro shall be final and binding.

## **9. CONTENTS OF THE TENDER PROPOSAL**

This is a single stage two packet open e-tender. The Tenderer has to submit the offer in the technical and financial sections of the bid in the e-tender portal of Maha-Metro in the respective sections.

- I. Technical Proposal will be opened on due date (as per Notice Inviting Tender). This proposal must contain the following:-
  - a. A proposed plan of action to achieve the objectives of the internal audit function of Maha-Metro. Such a plan should cover short-and medium-term steps to manage the internal audit function;
  - b. A list of references of internal audit appointments;
  - c. The curricula vitae of the staff who will be available for the duration of the work;
  - d. An undertaking to ensure continuity of staff on the project;
  - e. Finally, all the supporting documents as mention in clause (13) to assess the eligibility criteria/technical evaluation may also be furnished as given in the formats in Annexure-“A” to Annexure-“D” and corresponding Bid forms.
  - f. Each page of the tender documents is required to be signed by the Authorized partner of the firm. The documents / certificates in support along with the tender shall also be signed by the Authorized Partner.
- II. Financial Proposal shall be filled in separately on the financial section of etender portal, which will contain Price bid as per Forms Fin 1

## **10. TENDER PRICE**

The tender price is to be in Indian currency and must include applicable taxes and the firm must complete the price table as in Fin 1 for One year and Three months. The quoted tender price shall be valid for a period of 120 days from the opening date of tender. The price is firm and fixed throughout the agreement period without any escalation.

**11. TENDER PROCEDURE**

The Bidder fulfilling the Pre-Qualification Criteria will be evaluated on Two Stage basis as mentioned below:-.

**12. COMMENCEMENT DATE**

The date of commencement shall be indicated in the Letter of Acceptance.

**13. PERFORMANCE BANK GUARANTREE**

The Performance Guarantee will be 10% (Ten percent) of the Contract Price in favour of “Maharashtra Metro Rail Corporation Limited” issued from scheduled commercial bank of Indian (except Cooperative Bank) or Foreign origin having business office in India. The Performance Bank Guarantee shall be valid uptill 6 months after the completion period.

**14. EVALUATION CRITERIA FOR SELECTION OF INTERNAL AUDITOR****Pre-Qualification Criteria:-**

1. Registration with ICAI/ICMAI for at least 10 years.
2. The firm should have office in State of Maharashtra with a head / branch office in Nagpur and Pune as on 01.10.2023. The firm card should clearly mention the head and branch offices addresses.
3. Minimum Average Annual Turnover of the Firm for last Three Financial Years from F.Y. 2020-21, 2021-22 and 2022-23 should be Rs. 1.00 crores.
4. The firm should have experience in Internal Audit during last 3 financial years from FY 20-21 with Government Dept / PSU / SPV of Central or State Government (Except Bank audit).
5. The firm or any of its partners should not have been blacklisted by ICAI/ICSI/ICMAI or any other regulatory body. The undertaking for not being blacklisted by any of the regulatory bodies has to be submitted.

An evaluation committee constituted by MAHA-Metro will evaluate the proposals. The firm fulfilling the above pre-qualification criteria will only qualify for technical evaluation.

**Tender Evaluation:**

The technical evaluation carries weightage of 70% of Stage-I score & financial evaluation carries weightage of 30% of Stage-II score at final combine scoring of the bidder.

**Stage-1: Technical evaluation of Proposals: (Maximum Marks-100), Weightage=70%**

On the first stage, the technical proposal will be evaluated on the following criteria. Only those Bidders whose technical proposal scores minimum 50 marks out of 100 Marks shall be considered for opening of Financial Bid. Maximum marks assigned for different evaluation criteria specified below:-

| Sr. No. | Eligibility Criteria   | Details              | Marks | Total | Remarks                             |
|---------|--|----------------------|-------|-------|-------------------------------------|
| 1.      | The firm should be in practice for at least 10 years.                    | 10 to 15 years       | 5     | 15    | Firm Card with all such information |
|         |  | 15 to 20 years       | 10    |       |                                     |
|         |  | More than 20 years   | 15    |       |                                     |
| 2.      | No. of Partners in continues association with firm for at least 10 years | 2 partners           | 5     | 15    | Firm Card with all such information |
|         |  | 3 partners           | 10    |       |                                     |
|         |  | more than 3 partners | 15    |       |                                     |

|    |   |  |    |    |   |
|----|---|--|----|----|---|
| 3. | Average Annual Turnover of Firm for Three Financial Years from F.Y. 2020-21, 2021-22 and 2022-23 should be Rs. 1.00 Cr.   | Average Annual Turnover of Firm Rs. 1.00 Cr. to Rs. 2.5 Cr.      | 10 | 25 | Auditor's certified summary of receipt & payment/ P&L account for the three Financial years needs to be enclosed with bid (the certificate must be with UDIN) along with self-certification mentioned in Annexures. |
|    |   | Average Annual Turnover of Firm above Rs. 2.5 Cr. to Rs. 3.5 Cr. | 15 |    |   |
|    |   | Average Annual Turnover of Firm above Rs. 3.5 Cr.                | 25 |    |   |
| 4. | Experience in Internal audit during last 3 financial years from FY 2020-21 with Government Dept / PSU / SPV of Central or State Government (Except Bank audit). (Full financial Year will be counted as One Assignment else will be counted as Nil) | 1 assignments  | 5  | 15 | Client certificate should clearly mention the duration of services, its type along with self-certification mentioned in Annexures & Annexure-C  |
|    |   | 2 assignments  | 10 |    |   |
|    |   | More than 2 assignments  | 15 |    |   |
| 5. | Internal Audit, Statutory Audit, Direct Tax / Indirect Tax Consultancy experience in Metro Rail / Railway / Airport Project.<br><br>(Full financial Year will be counted as One Assignment else will be counted as Nil)                             | 1 to 3 assignments   | 10 | 20 | Client certificate should clearly mention the duration of services, its type along with self-certification attached in Annexures. Also attach brief details of work done in this audit                              |
|    |   | 3 to 5 assignments   | 15 |    |   |
|    |   | More than 5 assignments  | 20 |    |   |
| 6. | Partners / Employees with firm having audit experience in SAP environment for Minimum three years.  | Between 1-4 Partner/Employees                                    | 2  | 10 | Annexure B1 along with resume of the Partner/Employees is to be attached.   |
|    |   | Between 5-10 Partner/Employees                                   | 6  |    |   |
|    |   | More than 10 Partners / Employees)                               | 10 |    |   |

### EVALUATION CRITERIA FOR SELECTION OF INTERNAL AUDITOR

An evaluation committee will be constituted by MAHA-Metro to evaluate the Technical proposals. The evaluation will be done by applying the technical evaluation criteria.

Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.

**Stage-II. Financial evaluation of proposals: (Maximum Marks = 100)**

In the second stage the financial evaluation will be carried out based on, financial offer quoted by the bidders. The authority will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in the financial proposals shall be deemed as final and reflecting the total cost of services. The Financial Evaluation carries weightage of 30%. Financial quote shall assign score as per below:

The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 marks.

The financial score of the proposal shall be computed as follows:

$$Sf = 100 \times Fm / F$$

Sf-Financial marks

Fm The lowest quote

F=Quote of particular bid being considered in financial mark.

After having been determined technical and financial mark/score as outlined above, the bids shall be commuted for final score where technical marks (St) and financial score (Sf) will be weighted as per below:

$$\text{Total Score} = (70\% \text{ of Technical Marks}) + (30\% \text{ of Financial Marks}).$$

Based on total score, the bids shall be arranged in ascending order of score/mark obtained and the highest scored/marked bid will be chosen for the assignment.

In case of the highest scored bidder does not agree to accept the tender, then Maha-Metro shall reserve the right to call the second highest bidder for appointment subject to price matching as per the highest one if financial quote is higher than that. In case of the second higher bidder doesn't accept, then Maha-Metro shall operate the same option for the next higher till gets bidder for appointment.

## **15. REGULATION OF AUDIT FEES**

The payment of Audit Fees as fixed and agreed will be made only after completion of Audit Work and submission of Audit Report for every quarter on pro-rata basis. Completion of Audit includes conduct of audit, submission and discussion of report with Maha-Metro & Audit committee if required and compliances by Maha-Metro. Maha-Metro will not pay any advance to the selected audit firm under any circumstances.

Bill for the Audit Fees will be submitted to the Accounts Division of Maha-Metro along with a certificate indicating that audit work has been completed as per the agreed terms and conditions.

Maha-Metro shall cause payment to the Audit Firm to be made on quarterly basis upon receipt of the bill along with supporting documents. Tax as applicable will be deducted at source and tax deduction certificate will be issued as per the law in force.

The payment schedule will be as per below:

| Sr. No | Milestone  | % of Total Fee |
|--------|--|----------------|
| 1      | Submission of Q3 report and acceptance of the same by Maha-Metro           | 20%            |
| 2      | Submission of Q4 report and acceptance of the same by Maha-Metro           | 10%            |
| 3      | Submission of Statutory Audit report and adoption of the same in BoD & AGM | 10%            |
| 4      | Submission of Q1 report and acceptance of the same by Maha-Metro           | 20%            |
| 5      | Submission of Q2 report and acceptance of the same by Maha-Metro           | 20%            |
| 6      | Submission of Q3 report and acceptance of the same by Maha-Metro           | 20%            |

#### 16. PENALTY

Penalty equivalent to 10% of the quarterly billing rate will be recovered for non-deployment of the professional or replacement of personnel as per the agreed list of personnel till the person is deployed. Replacement penalty shall be levied at 10% of the quarterly billing rate for replacement of any approved personnel during the audit period for each event.

#### 17. TERMINATION

Any party of the Contract may terminate the Contract at any time by one month's written notice to the other party.

Upon termination of the contract, or at any time if so requested in writing by Maha-Metro, the audit firm will return or destroy within thirty (30) days all confidential information of Maha-Metro and any copies thereof it may hold at such time.

#### 18. DISPUTES & SETTLEMENT

In case of any dispute or differences, it shall be referred to Arbitration. The sole arbitrator will be appointed by the Managing Director of Maha-Metro. The place of Arbitration shall be Nagpur and the language will be English.

#### 19. TAXES AND DUTIES

The firm and their personnel shall pay such taxes, duties, fees, GST and other impositions as may be levied under the applicable laws, the amount of which shall be deemed to have been included in the Contract price.

**MAHA-METRO**

**Annexure****Forms of Tender for Internal Audit for -----**

Technical Proposal for appointment of Internal Audit for FY -----

| <b>Sr. No.</b> | <b>Particulars</b>   |   | <b>Response</b>   |
|----------------|--|---|---|
| 1              | (a)  | Name of the firm (in CAPITAL letters)   |   |
|                | (b)  | Address of Head Office & Branch Offices   |   |
|                | (c)  | PAN No. of the firm   |   |
| 2              | ICAI/ICMAI Registration No.<br>Region Name<br>Region Code No.  |   |   |
| 3              | Empanelment number with C&AG of India  |   |   |
| 4              | Date of constitution of the firm   |   | ICAI/ICMAI Registration Certificate   |
| 5              | Full time partners (in case of Partnership firm) as on 1 <sup>st</sup> October 2023<br>(Please provide details in the table below) |   | (Details of Full-time Partners as on 1 <sup>st</sup> October 2023 as per Annexure-“A” attached herewith).             |
|                | <b>Sl. No.</b>   | <b>Continuous association with the firm</b>   | <b>Number of CA/CMA (Partners)</b>  |
|                | (a)  | Partner having Post Qualification Experience (PQE) of 1 year or more with the firm (but less than 5 years)          |   |
|                | (b)  | Partner having Post Qualification Experience (PQE) of 5 year or more with the firm (but less than 10 years)         |   |
|                | (c)  | Partner having Post Qualification Experience (PQE) of 10 year or more with the firm                                 |   |
|                | (d)  | Partner having Post Qualification Experience (PQE) of 20 year or more with the firm                                 |   |
| 6              | Number of CA/CMA employed full time with the firm  |   | (The details of other CA/CMA employed full time with the firm in Annexure-“B” & “B1” attached herewith)               |
|                | <b>Sl. No.</b>   | <b>Continuous association with the firm</b>   | <b>Number of CAs/CMAs</b>   |
|                | (a)  | Full time staff having Post Qualification Experience (PQE) of 1 year or more with the firm (but less than 5 years)  |   |
|                | (b)  | Full time staff having Post Qualification Experience (PQE) of 5 year or more with the firm (but less than 10 years) |   |
|                | (c)  | Full time staff having Post Qualification Experience (PQE) of 10 year or more with the firm                         |   |
| 7              | Experience Details   |   | (The details of experience of Firm in Internal Audit of Government PSU should be given as per Annexure-“C” attached). |
| 8              | Whether the firm is implementing quality   |   | The Details should be Given on the  |



| Sr. No. | Particulars   | Response  |
|---------|---|---|
|         | control policies and procedures designed to ensure that all audit are conducted in accordance with Statements of Standard Auditing Practices.       | Letter Head of the Firm.  |
| 9       | Fees earned by the firm for the last 3 years  | (The details of fees earned during last 3 years should be given as per Annexure-“D” attached) |
| 10      | Profile of the firm   | To be attached herewith separately.   |
| 11      | Principal place of business   |   |
| 12      | Contact No. Of main Office at Principal place of business.  |   |
| 13      | Bidder's Present Address of Correspondence:   |   |
| 14      | E-Mail ID   |   |
| 15      | Bidder's authorized representative's information (As per POA / Declaration of authorized signatory)<br>Name:<br>Designation:<br>Address:<br>Mobile: |   |
| 16      | Power of Attorney in favour of authorized signatory supported by board resolution   |   |
| 17      | A list of Board of Directors with DIN No., and the beneficial ownership if applicable   |   |

I/We declare

1. That the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there had been suppression of material information, the firm would not only stand disqualified from the allotment, but would be liable for disciplinary action under the Chartered Accountants Act, 1949 & other applicable Act and the regulations framed there under;
2. That the firm or partners have not been debarred or cautioned by ICAI/ICSI/ICMAI during the last five years; (A self certificate to the effect from the firm will be attached).
3. That individually we are not engaged in practice otherwise or in any other activity which would be deemed to be a practice under Section 2(2) of the Chartered Accountants Act, 1949/Cost and Management Accountant Act 1959;
4. That the constitution of the firm as on 1<sup>st</sup> October 2023 shown in the tender is the same as that in the Constitution Certificate issued by the ICAI/ICMAI.
5. That the firm is not the incumbent Internal Auditor of the project or the Project Implementation Authority (PIA).
6. That the no partner of the audit firm or any qualified employee of the firm is related to any member of the Governing Body / Executive Committee / Board of Directors or the Project Director / Managing Director / any Director or any of the senior

management (as applicable) of the Maha Metro. Relative would mean husband, wife, brother, or sister or any lineal ascendant or descendant.

7. That neither the firm nor its Partners or Associates have any interest in the business of the Maha-Metro.
8. That the audit will not be done by a person who was either an employee in the project or a partner / employee of the retiring auditor, unless such person is employed with the firm for at least one year.
9. The audit firm is not one against which disciplinary orders have been issued by the Public Companies Accounting Oversight Board and these orders are in force. Also, any partner/senior manager of the audit firm is not associated with the audit in any manner if he/she has been found guilty of professional/other misconduct by the Institute of Chartered Accountants of India under the First or Second of the Chartered Accounts Act, 1949; Cost and Management Accountant Act 1959 or is one against whom disciplinary sanction orders have been passed by the Public Companies Accounting Oversight Board.

(Sign with stamp & membership no. on each page)

DETAILS OF FULL-TIME PARTNERS OF THE FIRM AS ON 1<sup>st</sup> OCT 2023 -----

| Sl. No. | Name of the Partners | Year of Establishment of firm | Total completed years as on 1 <sup>st</sup> October 2023 from establishment of firm | Membership No. | Qualification | Year of passing (CA/CMA) | Number of completed years Post Qualification Experience with the firm No. of years as at 01.10.2023 |
|---------|----------------------|-------------------------------|---|----------------|---------------|--------------------------|---|
| 1       | 2                    | 3                             | 4   | 5              | 6             | 7                        | 8   |
|         |                      |                               |   |                |               |                          |   |

Please attach duly certified copy of firm card in support of the aforesaid information.

**Annexure-“B”**DETAILS OF OTHER STAFF EMPLOYED FULL TIME WITH THE FIRM AS ON 1<sup>st</sup> OCT 2023

| Sr. No. | Name of the CA/CMA | Membership No. | ACA/FCA/ACMA/FCMA | Date of joining the firm |
|---------|--------------------|----------------|-------------------|--------------------------|
| 1       | 2                  | 3              | 4                 | 5                        |
|         |                    |                |                   |                          |

Please attach duly certified copy of ICAI firm card in support of the aforesaid information.

**Annexure-“B 1”**DETAILS OF PARTNERS/STAFF EMPLOYED FULL TIME WITH THE FIRM HAVING SAP KNOWLEDGE AS ON 1<sup>ST</sup> OCT 2023

| Sr. No. | Name of the CA/CMA | Membership No. | ACA/FCA/ACMA/FCMA | Date of joining the firm |
|---------|--------------------|----------------|-------------------|--------------------------|
| 1       | 2                  | 3              | 4                 | 5                        |
|         |                    |                |                   |                          |

Please attach relevant documents in support of the aforesaid information.

**Annexure-“C”**

**DETAILS OF EXPERIENCE OF FIRM IN INTERNAL AUDIT OF  
GOVERNMENT/PSU/SPV of CENTRAL/STATE GOVERNMENT**

| <b>Sr. No.</b> | <b>Name of the Company/ Organization</b> | <b>Year of Audit</b> | <b>Latest Turnover of Entity Amount Rs. In crores</b> | <b>Type of Experience</b> | <b>Brief detail of scope of IA</b> |
|----------------|--|----------------------|---|---------------------------|------------------------------------|
| 1              | 2  | 3                    | 4   | 5                         | 6                                  |
|                |  |                      |   |                           |                                    |

Please attach a certificate of competent authority of Auditee organization to the effect that the assignment has been successfully completed on the letter head of auditee firm in support of the aforesaid information in the prescribed format.

Please also attach a brief details of work done in internal audit.

**Annexure-“D”**

**DETAILS OF FEES EARNED BY THE FIRM DURING LAST THREE YEARS**

| <b>Sr. No.</b> | <b>Type of Audit</b>                                       | <b>Year<br/>-----</b> | <b>Year<br/>-----</b> | <b>Year<br/>-----</b> |
|----------------|--|-----------------------|-----------------------|-----------------------|
| 1              | Statutory Audit  |                       |                       |                       |
| 2              | Internal Concurrent Audit                                  |                       |                       |                       |
| 3              | Assurance Financial Services/Consultancy/Advisory services |                       |                       |                       |
|                | <b>Total</b>   |                       |                       |                       |

**Form FIN – 1: Financial Proposal Submission Form****Format for Financial Bid**

| <b>Particular</b>  | <b>Fees in Rupees</b> |
|--|-----------------------|
| Total Professional Fee for Internal Audit according to scope of work detailed in the Tender including all charges and cost for the entire duration i.e. One Year and 3 months including all taxes and duties alongwith GST @ 18% |                       |
| (Rupees ..... only)  |                       |

Fees is including all kind of charges to render services. No any other charges except this Fee shall be paid to perform the scope.

We have read all the terms and conditions with respect to financial bid as outlined in the tender documents and abide ourselves with the terms and conditions.

(Sign with stamp & Membership No.)

**FORMAT OF COMPLETION CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. ...., Chartered Accountants/Cost Accountants has been appointed for rendering the services as Statutory/Internal Auditor for the period..... They have completed this assignment satisfactorily as per the scope of work entrusted to them.

This certificate is issued for their reference purpose only & is as per their request.

**For,**

**(Name of the issuing person)**

**Designation**

Date of issue:

Place of issue:

**Letter of Bid**

*[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]*

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

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

To:

**Maharashtra Metro Rail Corporation Limited**

**Metro Bhawan, East High Court Road (VIP Road),**

**Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with the tender document;
- (b) We have no conflict of interest in accordance with the conditions in tender document;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security during the bidding process.
- (d) We offer to execute in conformity with the Bidding Documents the following Works:(  
name of work) \_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ days (*as per tender document*) from the date fixed for the bid submission deadline 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;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the forms of the Bidding Documents;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process;
- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

**Notes:-**

\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



**Form of Bid Security****(Demand Guarantee)****Date:** \_\_\_\_\_**BID GUARANTEE No.:** \_\_\_\_\_**Beneficiary:** \_\_\_\_\_**Tender No:-** \_\_\_\_\_**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the NIT").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably without any demure, reservation context, recourse or protest and or without any reference to the contractor undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document without needing to prove or show grounds for such demand accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security,, in accordance with the tender document of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period or extension thereof if any..

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

*[signature(s)]*

**Form of Legal Capacity / Power of Attorney**

*(To be forwarded on the letterhead of the Bidder or Lead Member of JV/Consortium, as the case may be)*

**Format for Board Resolution**

**(A) Format for the Board resolution to be passed by a Bidder)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated \_\_\_\_\_ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) for *[Insert name of the work]* for Maharashtra Metro Rail Corporation Limited.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to Maharashtra Metro Rail Corporation Limited as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our said Bid including signing and executing the Contract Documents, making representations to Maharashtra Metro Rail Corporation Limited or any other authority, and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing us in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and

designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding entity

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**Form-5**

**Letter of Undertaking Regarding Confidentiality of Bid Information**

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package)

**To:**

**Date:** .....

THE MANAGING DIRECTOR,  
Maharashtra Metro Rail Corporation Limited  
Metro Bhawan, East High Court Road (VIP Road),  
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,  
Maharashtra, INDIA

**Ref:-**

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

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

We (Name of Bidder / Consortium) hereby undertake that the Bid drawings, both in hard copy and digitized format, and the Bidding documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the execution of Works.

We further undertake that the aforesaid Bid drawings and documents prepared by Maharashtra Metro Rail Corporation Limited, shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the Bidder / Consortium / Members of Consortium or its/their parent companies or sub-contractors of the Bidder / Consortium are, or will be involved with either in India or in any other Country.

Signed: .....

For and on behalf of  
(Name of Bidder)  
(To be signed by POA of Bidder)

**Undertaking for Downloaded Bidding Documents**

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

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal <https://mahatenders.gov.in/nicgep/app>.

We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by Maharashtra Metro Rail Corporation Limited that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by Maharashtra Metro Rail Corporation Limited.

Company name .....

Name .....

Signature .....

Address of correspondence .....

E-mail ID .....

Phone Fax .....

**Form-7**

***Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank***

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

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

1. This is to certify that the copy of all the documents of Financial Package, submitted with the Technical Package, is a true Copy of the Financial Package with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial Package and even if it is there, it shall be treated as NULL and VOID and stand withdrawn.

**SIGNATURE OF BIDDER**

**Form-8**

**Form of Declaration for non-engagement of any agent, middleman or intermediary**

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

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

[We hereby declare / We hereby jointly and severally]@ declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of the Employer, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract NULL and VOID.

**SIGNATURE OF THE BIDDER**

**Form-9**

***Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal***

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

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

This is to certify that we, M/s\_\_\_\_\_ [\*Name of the company/JV/Consortium] have carefully examined all the contents of the Bidding Documents including Addenda (if any) and all the pages of our proposal have been signed and stamped by our authorized signatory.

**SIGNATURE OF BIDDER**



**Format for Power of Attorney**

*(Applicable if bidder is a Partnership firm/ Private limited company /Limited company and participating as sole / single entity bidder)*

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bid are required to follow the applicable law in their country)*

(Power of Attorney to be provided by the Bidder Company/ Bidder in favour of its representative as evidence of authorized signatory's authority)

Know all men by these presents, we ..... (Name and address of the registered office of the Bidding Company or Bidder) do hereby constitute, appoint ..... and ..... authorize Mr./Ms.....S/o..... (name and residential address) who is presently employed with us and holding the position of ..... as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [Name of the work] for Nagpur Metro Rail Project of Maha-Metro in response to the Bid (Tender No.) .....issued by Maharashtra Metro Rail Corporation Limited (the Employer) including signing and submission of the Bid and all other document related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Document. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Document and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

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

Signed by the within named [Insert the name of the Firm/company/bidding entity] through the hand of

**Mr.....**

**Name of the Executant)**

Duly authorized by the Board to issue such Power of Attorney by board resolution Dt.....

(Copy enclosed

Dated this \_\_\_\_\_ day of Accepted.....

\_\_\_\_\_  
**Signature of the POA holder)**  
**(Name, designation and address of the POA holder)**

Attested

.....  
**(Signature & Seal / stamp of the executant )**  
**(Name, designation and address of the executant)**

.....  
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature) Name Designation
2. (Signature) Name Designation

**Notes:**

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

**Form-11**

**UNDERTAKING OF AUTHORIZED SIGNATORY  
(If bidder is sole & Proprietorship firm)**

*(To be typed on INR: 100 Stamp Paper & notarized by Notary Public)*

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

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

1. I, \_\_\_\_\_ Son/Daughter of Shri. \_\_\_\_\_ Proprietor of M/s \_\_\_\_\_ competent to sign the declaration and execute this bid and agreement in event of award.
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender & forfeiture of my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor)

Full Name:

Date:

Place:

Seal:

Signature & Seal of Notary Public

**Note:**

1. The above declaration shall be notarized by notary public

**Bid Index**

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

Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

The Bidder shall include with its Bid an index which cross refers all of the Employer's bidding requirements elaborated in these documents to all the individual sections within Package 1: Technical Package and Package 2: Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

**Notification of Award**

**Letter of Acceptance**

*[letter head paper of the Employer]*

*[date]*

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in the Bidding Documents

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

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

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

**Attachment: Contract Agreement**

**Contract Form-2****Contract Agreement**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Maharashtra Metro Rail Corporation Limited, Nagpur (hereinafter "the Employer" or Maha-Metro), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the sum of *[insert Contract Price or Ceiling in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance (LOA)
  - (b) Accepted Financial Bid & Bill of Quantities
  - (c) Corrigendum / Addendum/ Clarifications
  - (d) This Tender Document
  - (e) and any other reference documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.

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

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

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

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)

**Note:-**

*The costs of stamp duties and similar charges (if any) imposed by law and as per Stamp Duty Act (amended from time to time) of state in which the work is executed, in connection to entering into the Contract Agreement, shall be borne by the Contractor.*

**Performance Security  
Option 1: (Demand Guarantee)**

**Beneficiary:** \_\_\_\_\_

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

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

**Guarantor:** \_\_\_\_\_

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably without any demure, reservation, context, recourse or protest and or without any reference to the contractor, undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

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

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

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."