

Price Rs. 500/-

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(19)/JMRC/DCA/Admn/Store/Safety Shoes/2015-16/12 Dated: 08.05.2015

RFP FOR SUPPLY OF INDUSTRIAL SAFETY SHOES

BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur -302005

Website: www.jaipurmetrorail.in

Email: jmrc.dgmhr@gmail.com

CIN: U60221RJ2010SGC030630

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DISCLAIMER

The information contained in this Request for Proposal document (öRFPö) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders 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 or an offer 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 the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. 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 advisers to consider the objectives, technical expertise 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 and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority, its employees and advisers 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however 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 assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Supply and the Authority reserves the right to reject all or any of the Bids without assigning any reasons 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 Selection Process.

1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites sealed bids from eligible Industrial Safety Shoes suppliers (hereinafter referred to as bidders) to supply Industrial Safety Shoes for its two categories of staff.

The bidders shall submit their bids as per the terms and conditions set forth in this RFP document.

- ii. Schedule to the invitation of RFP/Tender:

S. No.	Item	Particulars
a)	Designation and address of the authority inviting RFP/ tender	Executive Director (CA), JMRC, Jaipur.
b)	RFP/Tender No and date of issue	F.1(19)/JMRC/DCA/Admn/Store/ Safety Shoes/ 2015-16/12 Dated 08.05.2015
c)	Name of work	Supply of Industrial Safety Shoes
d)	Estimated Cost	Rs. 2,63,000/-
e)	Cost of Bid Document (Tender fee) (Non-Refundable)	Rs. 500/-
f)	Earnest Money Deposit (EMD) / Bid Security	Rs. 5,300/-
g)	Last Time & Date till clarification may be sought	Up to 17.00 hours of 13.05.2015
h)	Last date for Clarification to be issued by JMRC, if any.	15.05.2015
i)	Last date & time for physical submission of Bid at JMRC office	Up to 15.00 hours of 26.05.2015
j)	Technical Bid Opening Date/Time	26.05.2015 at 15.30 hours
k)	Websites for downloading Tender Document and subsequent clarification/ modification, if any	www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
l)	Bid Validity	120 Days from the last date of bid submission
m)	Duration of contract	One year with an option of extension for one more year, at the behest of JMRC.

Note:

1. The time of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. For any clarification regarding the Proposal, the following officer of JMRC may be contacted:

DGM (HR)

Jaipur Metro Rail Corporation Ltd.,
IIIrd floor, JMRC Office,
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005
Tel. No.0141-5192110
Email: jmrc.dgmhr@gmail.com

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur.

2. DEFINITIONS

Agency/ Supplier	The Agency/supplier engaged pursuant to this RFP for supply of Industrial safety shoes.
Agreement	The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format at Annexure- VIII.
Authority/ Corporation/JMRC	Jaipur Metro Rail Corporation Ltd.
Bidder	The firm or company who submits proposal in response to this RFP within the time prescribed for the purpose.
Contract Agreement Amount	The contract amount finally approved by JMRC for the entire supply for the duration of the contract (and extended) pursuant to this RFP process, as mentioned in the LOA.
Letter of Award (LOA)	Letter from Corporation to selected Agency conveying selection as successful bidder and outlining the terms and rates for the supply.
RFP	Request for Proposal
Supply	Shall mean supply of Industrial Safety Shoes to JMRC.
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in, are part to this RFP Process and are applicable as a whole on this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.
- ii. The industrial safety shoes are to be supplied as per technical specifications of industrial safety shoes available at Annexure VI.
- iii. The approximate quantity of the supplies to be made during the contract period is given at Annexure VI.
- iv. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the schedule of requirement & all other terms & conditions mentioned in the RFP.
- v. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- vi. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Earnest Money Deposit/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- vii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- viii. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- ix. If some of the document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- x. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- xi. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- xii. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.

- xiii. Any Bid not supported by valid Earnest Money Deposit, Tender fee in acceptable form will be liable to be treated as being non-responsive.
- xiv. The Earnest Money Deposit is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of JMRC in this respect shall be final and binding.
- xv. Bids complete in all respects must be filed not later than the time and date indicated in this RFP. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xvi. Prices should be quoted for delivery including transit risk in case it is FOR site / FOR JMRC office, Jaipur.
- xvii. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has ó
- a) Submitted the Tender after the prescribed date and time of submission of bids.
 - b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c) If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - d) Submitted BID document, which is not accompanied by required documentation, Tender fee and Earnest Money Deposit (EMD) or is non-responsive.
 - e) Failed to provide clarifications related thereto, when sought.
 - f) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last three financial years excluding the current financial year i.e. should be registered on or before 01.04.2012	1. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. (as applicable) 2. Income Tax Registration (PAN)

S. No.	Eligibility Criteria	Documents required to substantiate the same
	& should be Authorized dealer /distributor of Industrial Safety Shoes of reputed brands as quoted in the bid.	3. VAT/ CST Registration number 4. Authorisation letter from the manufacturing company of safety shoes for dealership / distributorship.
ii.	Bidder firm should neither be a black listed firm nor should its contracts been terminated / foreclosed by any government department / company / public sector organisation during the last 3 financial years ending 31.03.2015 and current financial year due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect signed by authorised signatory of the firm in the Bidder's profile.
iii.	The bidder firm should have experience of supplying industrial safety shoes since last three years i.e. from 01.04.2012 or earlier to reputed private companies / Public Sector Companies /Banks /Central and State Government Departments / reputed private organisations. The total value of shoes supplied should be at least of Rs. 5 Lakhs per year during last three financial years (i.e. 2012-13, 2013-14, 2014-15)..	a. Self-Attested copies of orders received and executed during the last three financial years. b. Certificates of satisfactory completion of these supplies issued by the authorised signatory of the client mentioning the contract value awarded, amount received, year of supply.
iv.	The bidder firm's average annual turnover should not be less than Rs. 10 Lakhs per year in last three financial years (i.e. 2012-13, 2013-14, 2014-15).	c. Audited Profit and Loss A/c and Balance Sheet or Income Tax Returns (ITR) showing the required turnover, certified by a Chartered Accountant.

3.3 COST OF BID DOCUMENT

- i. The BID should be submitted in the prescribed Bid document, which may be purchased for Rs. 500 in form of Cash or DD / Banker Cheque drawn in favour of JMRC, payable at Jaipur. The cost of the Bid document is non-refundable.

- ii. The complete bid document can also be downloaded from the website www.jaipurmetro rail.in or www.sppp.rajasthan.gov.in. In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/ Banker's Cheque along with the Bid document submitted.

3.4 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i. EMD in the form of Demand Draft / Bankers Cheque of Rs 5,300/- (Rupees Five thousand three hundred only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 150 days from the last date of Bid submission) in the format enclosed at Annexure-IX.
- ii. The EMD of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the contract with the successful bidder.
- iii. The EMD of successful Bidder(s), EMD shall be refunded / discharged after deposition of the Performance Security Deposit, as the case may be.
- iv. If the successful Bidder(s) fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of JMRC.

3.5 SUBMISSION OF BID

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “**CONFIDENTIAL**” and “**RFP FOR SUPPLY OF INDUSTRIAL SAFETY SHOES**”, addressed to:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Ltd,
III Floor, JMRC Office,
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005

and must be dropped in the Bid Box labelled for the purpose and kept at III floor, JMRC Office at the address given above. **RFP No. and Date of opening of Technical Bid** must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e-mail of the Contact Person of the bidder.

Bids received after last time and date will not be considered. Bids sent by FAX, post or e-mail will not be considered.

This sealed envelope should consist of **two separately sealed envelopes** containing the **Technical Bid** (Envelope A) marked clearly as “**Part: A- Technical Bid- RFP FOR SUPPLY OF INDUSTRIAL SAFETY SHOES**” and **Financial Bid** (Envelope B)

marked clearly as **Part: B- Financial Bid- RFP FOR SUPPLY OF INDUSTRIAL SAFETY SHOES**".

a) Submission of Part-A : Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this 'Request for Proposal'** with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with **all due annexures**, all required **documents in support of eligibility, EMD and cost of tender document**, if downloaded or **receipt of payment of tender document cost**, if purchased.

All the Annexures shall be duly filled (except VIII, IX & X), signed on each page to be submitted as part of technical bid. All the documents / papers submitted with the bid should be signed by the bidder / authorised representative.

No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

b) Part-B: Financial Bid

This Part should contain the Financial Bid in the prescribed Format as per Annexure-VII

3.6 EVALUATION OF BID DOCUMENTS

- i. The bids will be opened at the time; date and place as per schedule specified in the Notice Inviting Bids (Clause1) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register /attendance sheet evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. Financial Bids will remain unopened and the Financial Bids of only those Bidders, who clear Technical evaluation stage, will be opened and evaluated.
- v. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder. The Lowest Bid will be decided upon the lowest Grand Total Price quoted by the particular Bidder in the Financial Bid Format given at

annexure VII.

- vi. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc applicable as on date in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and inclusive of all taxes and duties and no claim on account of such tax/duties will be entertained in the evaluation of tenders. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- viii. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract.
- ix. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - accept any tender not necessarily lowest on reasonable ground and justification
 - reject any tender which doesn't fulfil
 - reject all tenders and annul the bidding processwithout assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.7 AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the LOA the Successful Bidder shall return one copy of the LOA duly signed and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5 % amount of estimated contract value in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-X) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LOA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency i.e., upto Fifteen months from the date of LOA.
- iv. An agreement on a non-judicial stamp paper as per format at Annexure - VIII shall be

executed within 10 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.

- v. After completion of all contractual obligations and completion of contract period, Performance Security Deposit shall be returned / discharged to the successful Agency within 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be accordingly renewed by the Agency to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS

- i. The Agency shall provide industrial safety shoes strictly as per Technical Specifications as per Annexure VI of the RFP. Size of the shoes shall vary as per requirement and shall be communicated at the time of Purchase Order.
- ii. **Transportation & Packaging:** The Agency shall be responsible for the proper packaging so as to avoid damage under normal conditions of transport and delivery of industrial safety shoes in the good condition to JMRC. In the event of any loss, damage, breakage or any shortage the Agency shall be liable to make good such loss and shortage found at the checking/ inspection by the JMRC during Post-Delivery Inspection. No extra cost on such account shall be admissible.
- iii. All industrial safety shoes must be sent freight paid and no payment shall be made by JMRC on this account at the time of receipt of supplies.
- iv. After sale support for six months shall be provided by the supplier for any manufacturing / any other defect reported by JMRC.
- v. **Inspection:**

The goods supplied in packed condition shall be accepted by JMRC representative in packed conditions. After receipt of packed boxes of supplies, the packed boxes shall be opened in the presence of representative of supplier and after completion of inspection, the supplies shall be taken over by JMRC and a receipt of number of packed boxes shall be given to the supplier. The nominated officer from JMRC shall provide the take-over certificate.
- vi. **Rejection:**
 - a. Shoes not approved during inspection shall be rejected and will have to be replaced by the Agency at its own cost within the time fixed by the Authority.
 - b. If, however, due to exigencies of JMRC work, such replacement either in whole or in part, is not considered feasible, the Authority, after giving an opportunity to the Agency of being heard, shall, for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
 - c. The rejected Shoes shall be removed by the Agency within 7 days of intimation of rejection, after which Authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such Shoes as deemed fit, at the Agency's risk and on its account.
- vii. In case of any major defect detected during first two months of delivered supplies, all such supplies will be replaced by the Agency at its own cost.
- viii. Any notice required to be served to the Agency under this agreement shall be deemed to

be served if delivered at the Agency's address or sent by Registered post /speed post to the Agency. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.

- ix. The Agency shall not, create a sub-contract of any description with regard to the supply of shoes.
- x. The Agency shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Agency in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- xi. The approved rates shall be valid during the currency of the Contract /extended period of Contract executed between JMRC and successful bidder.

4.2 DURATION OF CONTRACT

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The initial time period of the contract shall be of one year from the date of LOA. The Contract shall be extendable for one year on same terms and conditions, at the behest of JMRC. Such extension would be on mutual agreement between JMRC and the Agency.

4.3 VARIATION CLAUSE

The quantity mentioned in the Schedule of Requirement and Financial Bid Format is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Schedule of Requirement and Financial Bid Format during the contract period, as per followings:

- a. If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b. At the time of issuance of LOA, JMRC will have the right to increase or decrease up to 20% of the quantity of Industrial Safety Shoes as specified in the bidding document without any change in price quoted and other terms and conditions during the contract period/ extended contract period.
- c. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the Industrial Safety Shoes during currency of contract.

- d. Further, JMRC reserves the right to place repeat order(s) within the contract period, on the rates and conditions given in the contract, up to 50% of the value of the supplies of the original contract.

4.4 STATUTORY OBLIGATIONS

- i. Any type of statutory taxes applicable on supplies under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would make no extra payment on this account.
- ii. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the monthly bills and or the Performance Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms

4.5 PAYMENT TERMS & SCHEDULE

Payments to the Agency, after successful completion of the milestones , would be made as under:

Sl. No.	Milestone / Deliverable of Respective Lot	Due Payment *	Supporting Documents
1.	Receipt of ordered Industrial safety shoes in JMRC Stores and inspection	90%	1. Original Invoice (in triplicate copy) 2. Delivery Challan signed by authorized representative of JMRC
2.	Satisfactory performance & support during the period of supply & Six months	Balance 10% after 6 months of supply	1. Original Invoice (in triplicate copy) 2. Satisfactory performance & support report from JMRC representative.

Note:

- a. Advance Payments will not be made.
- b. Due Payments shall be made promptly by the Authority after the submission of an invoice or request for payment by the Agency, along with requisite documents as mentioned above.
- c. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.

- d. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency by JMRC.
- e. No amount of interest will be payable by JMRC, in case of delay or on any other count. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- f. The taxes as applicable and if quoted shall be paid as per prevalent rates.
- g. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency by JMRC.

4.6 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and GM (Admin.), JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

4.7 FAILURE TO SUPPLY THE INDUSTRIAL SAFETY SHOES AS PER THE PURCHASE ORDER / CONTRACT

The Agency shall supply the industrial safety shoes as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these industrial safety shoes in terms and conditions of this tender/ contract will be termed as default on the part of the agency/supplier.

i. Liquidated Damages:

In case of any default of Agency, JMRC shall have the right to recover from the Agency Liquidated Damages which may be in addition to penalty as defined at (ii) below.

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount which may be in addition to Risk and Cost action as defined at (iii) below.

ii. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

iii. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency

4.8 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency in quality of goods supplied, inordinate delay in supplies or any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii. JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

4.9 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by *force majeure*.
- ii. For purposes of this tender and agreement to be signed in pursuant to this tender process, '*force majeure*' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

ANNEXURE – I**CHECK LIST OF DOCUMENTS TO BE ENCLOSED****ENVELOPE A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP excluding duly filled in and signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	Annexure ó I : This Check List duly ticked and signed	Yes/No
3.	Annexure óII : Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) and GCC, duly filled & signed.	Yes/No
4.	Annexure ó III : Bidder's Profile duly filled and signed	Yes/No
5.	Annexure ó IV : Technical capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
6.	Annexure ó V : Financial capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
7.	Annexure ó VI : Schedule of Requirement and Technical specification, duly signed	Yes/No
8.	Annexure ó VIII : Format of Contract Agreement, duly signed	Yes/No
9.	Annexure ó IX : Performa For the Bid Security/ EMD Bank Guarantee	Yes/No
10.	Annexure X : Performa for Performance Security Bond	Yes/No
11.	Proof of payment of Tender fee (Cash receipt / DD)	Yes/No
12.	Proof of payment of EMD (Cash receipt / DD)	Yes/No

ENVELOPE B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid duly filled in and signed as per Annexure ó VII	Yes/No

ANNEXURE – II

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP AND GCC

We, _____, having our office at _____, agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and of the _____ Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for selection of Agency for supply of industrial safety shoes to JMRC, Jaipur.

Our offer will remain valid for 120 days from the last date of Bid submission.

I also certify that the details furnished in the bids, various enclosures and other documents are true and correct to the best of my knowledge.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – III**BIDDER'S PROFILE**

1.	Name of the Work	Supply of industrial safety shoes to JMRC
2.	Name of the Bidder Firm	
3.	Date of incorporation / registration (copy enclosed)	
4.	Profile of the Firm (Proprietor / Partnership / Private limited / Public Limited)	
5.	Registered Office Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
6.	Service Tax / Excise Tax Registration No.(As applicable) (copy enclosed)	
7.	PAN Card No. (copy enclosed)	
8.	TIN/VAT/CST Number (copy enclosed)	
9. (a)	Name and designation of the Chief Executive of the firm	

(b)	Address	
10. (a)	Name and designation of the authority that is authorized to sign the tender document	
(b)	Address	
11.	Tender Fee (Details of the Cash Receipt / DD/Bankers cheque)	
12.	EMD details	
13.	Bank address with RTGS Account Details	

We hereby certify that all the information provided above is correct and true to the best of our knowledge. We also certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any government department / company / public sector organisation during last 3 financial years i.e. since 01.04.2012 till date, due to non fulfilment of contractual obligations.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – IV

STATEMENT OF TECHNICAL CAPACITY OF BIDDER

(Add additional sheet if required)

S. No.	Name of Client	Purchase Order No. and Date	Total Value of entire contract Rs.	Amount received Rs.	Year of Supply	Remarks
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Note: Satisfactory completion certificate from clients are to be enclosed.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – V

FINANCIAL CAPACITY OF BIDDER

S. No.	Year	Turnover (Rs.)
1.	Year 2012-13	
2.	Year 2013-14	
3.	Year 2014-15	

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-VI

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

The Agency shall carry out all activities covering manufacturing, supply of industrial safety shoes, quality inspection in coordination with JMRC or its authorized representative, as mentioned hereunder. The tentative schedule of requirement is as mentioned hereunder.

Sr. No.	Material/ Particular	Product Specification		Quantity Required
1	Safety Shoes of various sizes from no. 3 to 11*	Upper	Genuine leather	315 Nos.
		Sole	PU	
		Toe	Steel toecap protection upto 200j	
		Resistance	Oil, acid & electric shock	
		Anti Slip	Specially cleats design with inbuilt shock absorber at sole	
		Color	Black	

Note:

- *Size wise exact quantity shall be communicated at the time of Purchase Order.
- Shoes brand to be supplied should be of Bata / Action / Liberty / Allen Cooper / or any other brand of safety shoes no. 300 through single supply order supplied to any Metro/ Power plant in India.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-VII**FINANCIAL BID****(Amount in Rupees)**

Sr. No.	Material/ Particular	Make & Modal	Quantity (Nos.)	Rate per Shoes (Rs.)	Total Price (Rs.)
a	b	c	d	E	f
1	Safety Shoes		315		
			VAT /SALES TAX @ _____%		
			Total		
			Any other tax@_____%		
			Grand Total Price		

Terms:

- Amount quoted above is inclusive of all statutory taxes, levies, charges except VAT, rate of which is quoted separately as above. Nothing will be paid extra by the Corporation in addition to the bid amount quoted above.
- If any other tax is to be paid extra, the same is to be quoted above.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-VIII

FORMAT OF CONTRACT AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____, 2015, between, JAIPUR METRO RAIL CORPORATION (hereinafter called the "Corporation" or "JMRC") and _____ (hereinafter called the "Agency") on the other hand.

WHEREAS

- (A) the Corporation requires an Agency for supply of Industrial Safety Shoes to JMRC, as defined in the RFP document attached to this Agreement (hereinafter called the "Schedule of Requirements").
- (B) the Agency, having represented to the Corporation that they are engaged in manufacturing and supply of industrial safety shoes have been selected to supply the industrial safety shoes on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - i. The RFP Document in its entirety along with all its Annexures, Appendices etc.
 - ii. Addenda and/or Corrigenda to the RFP Document, if issued by the Corporation.
 - iii. The Letter of Award issued by the Corporation in favour of the Agency.
 - iv. General Conditions of Contract (GCC) as available on JMRC's website.
 - v. SHE manual, as available on JMRC's website
2. Duration of contract

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The initial time period of the contract shall be of one year from the date of LOA. The Contract shall be extendable for one year on same terms and conditions, at the behest of JMRC. Such extension would be on mutual agreement between JMRC and the Agency.
3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:
 - a) The Agency shall provide the supplies as per the Schedule of requirement as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity within the time schedule. Further, the Agency shall provide the supplies and carry out its obligations hereunder with all due diligence, efficiency and economy. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Supplier to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and

- b) The Corporation will make payments to the Agency in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory
For _____(Agency)

Witness:

- a) Name and Address
- b) Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.

ANNEXURE – IX**PROFORMA FOR THE BID SECURITY/ EMD BANK GUARANTEE**

(To be submitted by the bidder along-with bid)

To,
 Chairman and Managing Director,
 Jaipur Metro Rail Corporation Limited (JMRC),
 Khanij Bhawan, Udyog Bhawan Premises,
 Tilak Marg, C-Scheme,
 Jaipur-302005 (Raj).

Sir,

1. In accordance with your RFP for engaging Agency for supply of industrial safety shoes to JMRC vide RFP No. F.1(19)/JMRC/DCA/Admn/Store/Safety Shoes/2015-16/12 dated 08.05.2015 M/s. _____ .. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as "JMRC") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 150 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____/- (Rupees _____ only) to the JMRC as earnest money deposit.

2. Now, therefore, we the _____ (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 (delete, if not applicable) and branch Office at _____ (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said RFP Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. _____ (Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____/- (Rupees _____ only) and our guarantee shall remain in force till 30 days after the bid validity date (i.e. 150 days from the last date of bid submission). and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Article of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place: _____

Date: _____ (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: í í í í í í .

Name of the Bank officer:í í í í í í í í í í í .

Designation: í í í ..í í í í í í í í í í í í í .

Complete Postal address of Bank: í í í í í í í í .

í .

Telephone Numbers í í í í í í í í í í í í í í ..

Fax numbersí í í í í í í í í í í í í í
.....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) í í í í í í í í í í í í í í í
í í í í í í í í í í í í í í í

(2) í í í í í í í í í í í í í í í
í í í í í í í í í í í í í í í

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Executive Director (CA),
 Jaipur Metro Rail Corporation Ltd.
 IIIrd floor, JMRC Office,
 Khanij Bhawan, Udyog Bhawan Premises,
 Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE – X**PROFORMA OF PERFORMANCE SECURITY BOND**

(To be submitted by the successful bidder at the time of agreement)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur(hereinafter called JMRC, Jaipur) having agreed to exempt _____ (here in after called the said Agency from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said Agency of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, _____ (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Agency do hereby undertake to pay to JMRC, JAIPUR, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC, JAIPUR, _____ by reason of any breach by the said Agency of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the JMRC, JAIPUR, _____ reason of breach by the said Agency of any of the terms & conditions contained in the said agreement or by reason of the Agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the JMRC, JAIPUR, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to JMRC, JAIPUR, _____ any money so demanded notwithstanding any disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Fifteen months from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till _____.

all the dues of JMRC, JAIPUR, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till JMRC, JAIPUR, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

- 5. We (name of the bank) further agree with the JMRC, JAIPUR, _____ that JMRC, JAIPUR, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by JMRC, JAIPUR, _____ against the said Agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, and or any omission on part of the JMRC, JAIPUR, _____ or any indulgence by JMRC, JAIPUR, _____ to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
- 7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: í í í í í í í í í í í

Date: í í í í í í í í í í í (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: í í í í í í .

Name of the Bank officer: í í í í í í í í í í í .

Designation: í í í í í í í í í í í í í í í í .

Complete Postal address of Bank: í í í í í í í í .

í .

Telephone Numbers í í í í í í í í í í í í í í .

Fax numbers í í í í í í í í í í í í í í

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Executive Director (CA),
Jaipur Metro Rail Corporation Ltd.,
IIIrd floor, JMRC Office,
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Tilak Marg, C-Scheme, Jaipur-302005.