

Price Rs. 500/-

RFP FOR HIRING OF VEHICLES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR

RFP No.F-1(1)/JMRC/DCA/POOL/TENDER/2014-15/5

DATED: 26.06.2014

BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

(A Government of Rajasthan Undertaking)

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

Website: www.jaipurmetrorail.in

Email: jmrc.revenue@gmail.com

CIN: U60221RJ2010SGC030630

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1. NOTICE INVITING BIDS (NIB)

Jaipur Metro Rail Corporation is in the process of engaging an Agency for hiring of vehicles on annual rate contract basis. We hereby seek Proposals from interested eligible bidders for services of hiring of vehicles on annual rate contract basis for a period of one year through this 'Request for Proposal' (RFP).

You are requested to submit your Proposal as per the terms and conditions set forth in this document.

Schedule to the invitation of RFP/Tender:

S. No.	Item	Particulars
i.	Designation and address of the authority inviting tender	CMD, JMRC, Jaipur.
ii.	RFP/Tender No	F-1(1)/JMRC/DCA/POOL/TENDER/2014-15/5 Dt. 26.06.2014
iii.	Name of Work	Hiring of vehicles on annual rate contract basis for JMRC.
iv.	Estimated cost	Rs. 4,30,000/-
v.	Earnest Money Deposit (EMD)	Rs. 8,600/-
vi.	Name of website (s) for down loading of Bid document and clarification (s) / Modification (s), if any	www.jaipurmetrorail.in and www.sppp.raj.nic.in
vii.	Last time and date for issue of Bid Document from JMRC office	12:00 Hrs. on 11.07.2014
viii.	Last time and date for Depositing Bid	15:00 Hrs. on 11.07.2014
ix.	Time and date for opening of Technical Bid*	15.30 Hrs. on 11.07.2014 (in Conference hall of JMRC)
x.	Minimum Validity of Bid	90 days from the date of opening of Technical Bid
xi.	Type of Vehicles required	AC Car (Tata Indigo/ Bolero/ Verito or equivalent/ Innova or equivalent /Swift Dezire or equivalent)/ Bus- AC/ Non AC As per scope of work
xii.	Duration of contract	One year with an option of extension for one more year.

Note:

- All bidders or their authorised representative may attend the opening of the Technical Bids.
- *The time of opening of Financial Bid shall be communicated to technically qualified bidders. They may attend the opening of the Financial Bid, if they so desire.
- Bid Document and subsequent clarifications on bid terms, if any, can be down loaded from website (s) as mentioned above. Keep visiting these websites for any subsequent clarifications & modifications.

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

2. DEFINITIONS

Agreement	The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award as per the format at Annexure - III.
Agency/ Contractor	The successful bidder engaged for conducting the Work as per the Scope of Work defined in this document.
Corporation	Jaipur Metro Rail Corporation Ltd.
JMRC	Jaipur Metro Rail Corporation Ltd.
Agency Personnel	Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the Services i.e. vehicles with driver under the Agreement pursuant to this RFP process.
LOA	Letter of Award - Letter from Corporation to selected Agency conveying selection and outlining the terms and rates of Assignment.
RFP	Request for Proposal
Bidder	The firm or company which submits proposal in response to this RFP within the time prescribed for the purpose
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.
User	The JMRC employee under whose control the hired vehicle has been placed by JMRC. This shall be informed to the Agency whenever any vehicle is requisitioned.

3. ELIGIBILITY OF BIDDERS

Eligibility Criteria	Documents required to substantiate the same
The bidder firm should be in existence since last three years (on or before 01.04.2011) & should have experience of providing vehicles on hire services as outlined in the scope of work since last three years i.e. on or before 01.04.2011. The bidder firm should have been registered with the Service Tax Department.	a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. as applicable b. Articles of Association & Memorandum of Association (If applicable) c. Income Tax Registration (PAN) d. Service Tax Registration number
Bidder should neither be a black listed firm nor have its contracts been terminated/foreclosed by any company/ department during the last 3 financial years due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect on bidder firm's letter head.
The bidder should have a permanent office in Jaipur functioning 24 hours and with a telephone connection	Rent Agreement/ Telephone / Electricity/ Water connection bill copy etc. in the name of Bidder.

Eligibility Criteria	Documents required to substantiate the same
The bidder must have executed works of similar nature of at least Rs. 10 lakhs yearly in Government/ Public Sector / reputed private organizations in last 3 financial years i.e., 2011-12, 2012-13 and 2013-14.	Certificates of satisfactory completion of services mentioning the amount, issued by the authorised signatory of the client
The firm's average annual turnover should not be less than Rs. 15 Lakhs per year in last three or any three financial years out of the last five financial years.	a. Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant OR b. Income Tax Returns (ITR), indicating the required turnover
Bidder must be owning at least 5 such taxies/ buses (not more than five years old) in its own name on the date of submission of Bid.	Copy of RCs (issued not earlier than five years before) of at least five taxies / buses in the name of the bidder firm.

4. SUBMISSION OF PROPOSAL

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 HIRING OF VEHICLES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR**”, addressed to the Chairman & Managing Director, Jaipur Metro Rail Corporation Ltd, Khanij Bhawan, Tilak Marg, Jaipur, and must be dropped in the Tender Box labelled for the purpose and kept at:

IIIrd floor, JMRC Office,
Khanij Bhawan, Behind Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur.

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

The last time for submission of bid is **15:00 hours on -11.07.2014**.

RFP No. and Date of opening of Technical BID must also be super-scribed on this envelope.

This sealed envelope should contain the Technical and Financial Bids, each duly sealed and marked clearly as “**Part A- Technical Bid for Hiring of vehicles on annual rate contract basis for JMRC**” and “**Part B- Financial Bid for Hiring of vehicles on annual rate contract basis for JMRC**”, respectively.

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 Agency in acceptance of the terms and conditions therein, along with **all due annexures** as detailed below, all required **documents in support of eligibility, EMD and cost of tender document**, if

downloaded. No price bid should be indicated at any place in the Technical Bid, or the Proposal may be summarily rejected at the discretion of JMRC.

The technical details should include:

- **This RFP** : All pages of RFP along with Annexures (as below) duly signed in token of acceptance
- **Annexure – I** : Check List of Documents (duly filled & signed) to be enclosed.
- **Annexure –II** : **Form – I:** Declaration for Acceptance of Terms & Conditions of the RFP (duly filled & signed)
- **Annexure –II** : **Form - II:** Agency Profile (duly filled & signed) and Documents for substantiating the eligibility of the bidders as required in the RFP (duly signed)
- **Annexure – III** : Format of Agreement (duly signed on each page)
- **Annexure – V** : Performance Security Bond Format (duly signed on each page)

b) Submission of Part-B : Financial Bid

Annexure – IV: This Part should contain the Financial Bid in the prescribed Format as per Annexure-IV. Bidders should submit filled financial bid in separately sealed envelope clearly super-scribed “Financial Bid” (i. e., Part-B: Financial Bid).

Rate quoted should be all inclusive for carrying out activities as detailed in the scope of work. It is to be noted that Service Tax chargeable as per the prevailing rate and rules of Government of India shall be indicated separately in the Financial Bid and shall be payable separately on actual basis.

5. INSTRUCTIONS TO BIDDERS

- i. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- ii. The rates should be quoted inclusive of all expenses such as fuel, taxes, maintenance, insurance, repair and servicing etc. Only Service Tax as applicable, actual Toll Tax and parking charges shall be payable extra.
- iii. If any change/deletion is made by the Bidder in the downloaded document and if the same is detected at any stage even after the award of the tender, full EMD/SD will be forfeited and the contract will be terminated at his / their risk and cost.
- iv. The Tender forms shall be filled in blue/black ball pen only.
- v. The rates must be quoted both in words and figures in the Financial Bid. Erasures, alterations or overwriting, if any, should be legible and signed by the Bidder. If there is any difference in words and figures, the amount quoted in words shall be considered.

- vi. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to:
- Accept any Bid not necessarily lowest.
 - Accept any Bid for all or any of the Taxi Vehicles mentioned in the Scope of Work.
 - Reject any or all Bid(s) and annul the bidding process

Without assigning any reason at any point of time, before issuance of Letter of Award, without incurring any liability.

- vii. Tenders received after the last time and date for depositing Bid shall not be considered.
- viii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the tender.
- ix. No additional condition(s) from the bidder shall be accepted.

6. CORRESPONDENCE

For any clarification regarding the Proposal, the following officer of JMRC may be contacted:

Jt. General Manager (Revenue) /OIC (Pool)
Jaipur Metro Rail Corporation Ltd.
Khanij Bhawan,
Tilak Marg, Jaipur
Tel. No.0141-5192109
Email: jmrc.revenue@gmail.com

7. COST OF TENDER/ BID DOCUMENT

- i. The tender should be submitted in the prescribed tender form, 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. Tender document may also be downloaded from JMRC's website: www.jaipurmetrorail.in OR www.sppp.raj.nic.in. The printout of the downloaded tender document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the tender. The cost of the tender document downloaded from the website is required to be deposited by a separate DD/ Banker Cheque of **Rs. 500/- or** One Draft/Bankers Cheque can be given combining the EMD and Cost of Bid document at the time of submission of tender failing which tender will be rejected.

8. EARNEST MONEY DEPOSIT (EMD)

- i. EMD shall be Rs. 8,600/- (Rupees Eight Thousand Six Hundred only), which shall be in the form of Demand Draft/Bankers Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur and shall form part of the bid. One Draft/Bankers Cheque can be given combining the EMD and Rs. 500/- as Cost of Bid document.

- ii. In the case of unsuccessful bidders, EMD shall be refunded within 30 days of finalization of order against the tender. No interest shall be paid on the EMD.
- iii. In case of successful Bidder, EMD may be adjusted against Performance Security Deposit or refunded after deposition of the Performance Security Deposit, as the case may be.

9. EVALUATION OF THE BIDS

- i. The bids will be opened at the time, date and place as specified in the Clause 1 (Notice inviting Bids) 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 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. During the course of evaluation, JMRC may seek clarification (s)/ any additional documents to substantiate the eligibility claims of the bidder(s). Such request (s) shall be made in writing.
- iv. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid for each Package shall be communicated to technically qualified bidders through email/phone in case the Financial Bids are not opened on the same day as the Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid for the concerned Package, if they so desire.
- v. The Financial Bids of only those Bidders who clear the Technical evaluation stage for the particular Package will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign a register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial 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.
- vi. The Bidder whose Technical Bid are responsive, complete and in accordance with the RFP Document shall be evaluated. Out of these, the bidder whose bid is the lowest will be finally selected and adjudged as the successful Bidder. The financial evaluation shall be on the basis of Grand Total at S. No.2 of Annexure-IV(ii) of this RFP.

10. CONTRACT AGREEMENT

An agreement on non-judicial stamp paper of Rs 100/- as per format at **Annexure –III** shall be executed in duplicate within 7 days of issue of Letter of Award (LOA). One copy shall be retained by the JMRC and the other copy shall remain with the Agency. The Agreement shall be signed by authorised signatory of JMRC and the Agency. The

authorised signatory of the Agency should be Proprietor of the firm or Power of Attorney holder, as the case may be. Till the signing of the Contract Agreement, the LOA shall form a binding contractual agreement between JMRC and the Agency. The Agency (successful bidder) shall bear the expenses of completing and stamping the agreement.

11. PERFORMANCE SECURITY DEPOSIT

- i. The Corporation will issue a Letter of Award (LOA) to the successful bidder after approval/acceptance of the bid. The approved bidder would be required to deposit 5% of the approved annual bid amount as Performance Security Deposit in the form of Bank Guarantee (In Performa provided in Annexure-V) duly discharged in favour of JMRC Ltd., Jaipur OR in the form of Demand Draft in favour of JMRC Ltd., Jaipur payable at Jaipur. It must be deposited within seven days after issuance of the LOA.
- ii. If the Bidder fails to deposit the required Performance Security Deposit 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 the Chairman and Managing Director, JMRC. This failure shall also result in cancellation of tender.
- iii. Performance Security Deposit should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of contractor i.e. 15 months period from the date of LOA.
- iv. In case the contract period is extended with mutual consent beyond the initial period of one year, the Agency would be required to deposit new Performance Security in the form of Bank Guarantee of 5% of the new annual contract amount or to deposit additional amount of security in the form of Demand Draft in favour of JMRC Ltd., Jaipur payable at Jaipur, as the case may be.
- v. After completion of all contractual obligations, Performance SD shall be returned to the successful supplier within 60 days.

12. SPECIAL CONDITIONS OF THE CONTRACT

i. SCOPE OF WORK

The tentative number of vehicles to be hired is as under:-

S. No.	Type of Vehicle	Within Jaipur	Outside Jaipur
a)	Car (TATA Indigo/ Bolero/ Verito or Equivalent)- AC	Approximate 24 calls in a year.	Approximate 24 calls in a year.
b)	Car (Swift D-zire or Equivalent) -AC	Approximate 12 calls in a year.	Approximate 12 calls in a year.
c)	Car (Innova or Equivalent)- AC	Approximate 12 calls in a year.	Approximate 12 calls in a year.
d)	Bus- (23+1 Seater)- AC	Approximate 3 calls in a year.	Approximate 3 calls in a year.

e)	Bus- (23+1 Seater)- Non AC	Approximate 3 calls in a year.	Approximate 3 calls in a year.
f)	Bus- (31+1 Seater)- AC	Approximate 3 calls in a year.	Approximate 3 calls in a year.
g)	Bus- (31+1 Seater)- Non AC	Approximate 3 calls in a year.	Approximate 3 calls in a year.

ii. DURATION OF CONTRACT

- a) The contract shall begin immediately on acceptance of the Letter of Award (LOA) by the successful bidder. The initial time period of the contract shall be for one year, which shall be extendable for the next one year or part thereof (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency.
- b) Further, during the extended contract period (beyond first year of contract) the rates payable shall be higher by 5% from the rate of original contract period to take care of inflation and variation in the fuel prices.

iii. VARIATION CLAUSE

The quantity mentioned in the Scope of Work and Financial Bid are indicative only for the purpose of determination of rates and, JMRC will have the right to increase or decrease in the quantity of services so specified in the Scope of Work, on the same terms and conditions during the contract period /extended contract period. The payment shall be released on the actual deployment of the vehicle (s).

iv. OTHER TERMS & CONDITIONS OF THE CONTRACT

- a) The approved rates shall be valid up to one year from the date of letter of award and would be binding upon the Agency. Further review or increase in rates approved, for any reason, shall not be accepted during the original period of one year of contract.
- b) The Agency shall provide Registered Taxis (Petrol/CNG/Diesel driven)/Bus of model of year 2009 or later.
- c) The drivers should be well behaved and skilled in both driving and minor repairs, possessing knowledge of routes in Jaipur and Delhi.
- d) The vehicle provided by the Agency must have proper and complete documents which should be shown to the user and placed in the vehicle during use.
- e) The vehicles shall be provided at office premises at JMRC, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur or at any other place intimated to the Agency for travel within or outside Jaipur as and when required. The Vehicle reporting and relieving place shall be intimated by JMRC.
- f) Vehicles will be requisitioned as per need (daily call basis). Vehicles requisitioned on call basis may be used within Jaipur or outside Jaipur (including Delhi).

- g) The time specified for providing Taxi Car shall be deemed to be the essence of the contract and the Agency shall have to arrange Taxi Vehicles as per requirement within that time. If the Agency requires an extension of time in providing of Taxi Vehicle on account of occurrence of any hindrance, it shall apply in writing to JMRC, immediately on occurrence of the hindrance, but not after the stipulated date and time.
- h) When a new vehicle is called on daily call basis, maximum 12 hours shall be permitted to the Agency for arranging the vehicle(s).
- i) The Agency shall provide taxi with full tank of fuel. In case fuel required on the way, it shall be arranged by the Agency.
- j) Vehicle (s) hired on daily call basis shall be run on AC during the entire year.
- k) The vehicle should be insured comprehensively and should have necessary permits from the transport department/authority.
- l) The Corporation reserves the absolute right to inspect the Taxi Vehicle provided to the Corporation.
- m) The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.
- n) The driver must not use liquor or any other intoxicant, while on duty.
- o) In case the Vehicle Driver is reported to be not fulfilling these conditions or is found intoxicated, the taxi vehicle will be returned and alternative vehicle at the cost of the successful Bidder will be hired.
- p) Any change in vehicle or drivers requisitioned on monthly basis will be allowed only with prior intimation to JMRC.
- q) JMRC will not be responsible for any challan, loss, damage or accident to the vehicle or for any third party liability.
- r) The Agency should have arrangements for repairing the taxi vehicles in a short time. During the repair time, the Agency will provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the Corporation.
- s) The vehicle will be deemed to be on duty at the initial reading when reporting to the user at the reporting place (as informed by JMRC separately) and shall be reckoned up to the closing reading when the vehicle will be relieved from duty. Up to 10 KMs per day will be allowed extra for journey to and fro (upto 5 KMs each side) for reporting and relieving the vehicle from Agency's parking place. Any extra kilometre on this account will not be chargeable to JMRC.

- t) The Corporation shall be at liberty to place order for providing Vehicles for which the tender has been accepted by indicating a supply schedule spread over the full duration of contract, or may place order in parts.
- u) A Photo Identity Card-cum-Entry Pass shall be issued by the Agency to its each personnel deputed for discharging Services in connection with this contract. Such Photo Identity Card-cum-Entry Pass shall be checked by the Corporation and no personnel would be allowed to enter JMRC premises without such a valid Photo Identity Card-cum-Entry Pass.
- v) The Agency would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law shall not be deputed for work under this tender.
- w) Any change in the constitution of the Agency will be notified by the Agency in writing to the Corporation and such changes shall not discharge former office bearer/member(s) of the Agency from any liability under the agreement. No new partner(s)/member(s) will be accepted in the Agency in respect of the agreement unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Corporation.
- x) Each driver should have his own mobile. The Agency shall provide mobile number and other contact details of the drivers and supervisor/coordinator. No extra payment shall be made by JMRC on account of it.
- y) The Contractor /Agency shall ensure that all the vehicles are provided with neat and clean seat covers.
- z) The Corporation will make payment to the Agency only for the vehicles actually ordered & deployed.

v. STATUTORY OBLIGATIONS

- a) The Agency shall be responsible for implementation of provisions of all statutory government requirements relating to provision of transport rules and regulations.
- b) The Agency will have to ensure that no driver deputed for service under this contract is below the age of 18 years. If any driver is found to be below the age of 18 years, the Agency will be held responsible for it and legal action shall be initiated. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- c) The Corporation will not be responsible for any accident involving any personnel of the Agency while on work. The Agency itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Agency is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- d) All the drivers would be putting on uniform as prescribed by RTO, Jaipur or Transport Department, GoR, while on duty. The uniforms for drivers will be

provided by the contractor. No extra payment shall be made by JMRC on account of the uniforms. A driver without uniform may not be taken on duty.

- e) The driver to be provided must possess valid commercial driving license issued by the Regional Transport Officer and carry all the necessary documents (registration certificate, insurance papers, PUC certificate etc.) with him. The driver should have at least 2 years experience of driving a commercial vehicle.

vi. PAYMENT TERMS

- a) Though the contract amount to be approved pursuant to this tender process would be for one year, in case of vehicle hired on daily call basis, the Agency will raise bills after completion of each call.
- b) Payments due shall be made by the JMRC through crossed cheque issued in favour of the Agency or through RTGS.
- c) Service Tax, Toll Tax and parking charges shall be payable on actual basis.
- d) Income Tax shall be deducted at Source (TDS) from the bill as per rules. Necessary certificate of Income Tax Deducted at Source (TDS) shall be issued to the Agency.
- e) No amount of interest will be payable by the JMRC, in case of delay or on any other reason.
- f) Any type of other statutory taxes applicable on services under this contract process (either in force at present or may be applicable in future by a competent order/ notification and not quoted in Financial Bid) will be borne by the Agency and the Corporation would make no extra payment on this account.

vii. CONCILIATION, ARBITRATION & JURISDICTION

- a) In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representative of the Agency and the Officer-in-Charge (Vehicle Pool), JMRC.
- b) 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 Indian Arbitration and Conciliation Act, 1966 shall apply.
- c) 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.

viii. FAILURE TO SUPPLY VEHICLES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Agency shall provide Vehicles as per the requirement of the Corporation. In case of failure by the successful Bidder to provide the same, the Corporation shall be free to take action as under:

Either

- a. to hire Vehicle from any other agency, and if the rates charged are higher than the approved rates, the same shall be recovered from the contractor, out of pending bills of the contractor; or from the security money deposited with the Corporation.

Or

- b. if JMRC does not hire such vehicle(s) as per (a) above, it shall levy Liquidated Damages, not amounting to penalty, at the rate of Rs.400/-per vehicle per day. The maximum deduction on account of Liquidated Damages will be up to 10% of the Annual Contract Agreement Amount.

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 Damaged as defined above, and other penal action including debarring for a specified period/black listing may also be initiated. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

ix. SUSPENSION OF WORK

- a) If, for any reason whatsoever, the work is temporarily suspended by the JMRC for any reason whatsoever, the Corporation will convey temporary suspension of the Work in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the Corporation.
- b) Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.
- c) If the progress of the Work is suspended by JMRC for a period of more than 6 months, the Agency may seek termination of contract from JMRC.

x. TERMINATION OF CONTRACT AGREEMENT

JMRC reserves the right to determine and terminate the contract at any time by giving 7 days notice at the risk and cost of the contractor should, in JMRC's opinion, the cessation of work become necessary due to any reason whatsoever, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the JMRC of such determination and the reasons therefore shall be conclusive evidence thereof.

xi. FORCE MAJEURE

- a) 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.
- b) For purposes of this tender and agreement to be signed in pursuant to this tender process, “force majeure” shall mean any cause or agency 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.
- c) It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency’s economic hardship shall not constitute a force majeure event.

ANNEXURE - I**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**

(All Annexures and enclosed documents should be signed on all pages.)

Envelope A. LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP signed by the Authorised Signatory of the Bidder Organisation	Yes/No
2.	Annexure – I : This Check List, duly checked	Yes/No
3.	Annexure – II: Form-I: Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP) dully filled	Yes/No
4.	Annexure – II: Form-II: Agency Profile and Documents for substantiating eligibility of the bidder dully filled	Yes/No
5.	Annexure – III: Format of Agreement, duly signed on each page	Yes/No
6.	Annexure – V: Performance Security Bond, duly signed on each page	Yes/No
7.	Registration Certificate of firm / Partnership deed/ Certificate of incorporation etc.	Yes/No
8.	Copy of Income Tax Registration (PAN)	Yes/No
9.	Copy of Service Tax Registration	Yes/No
10.	Self-declared certificate regarding not to be black listed, on bidder firm's letter head	Yes/No
11.	Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm	Yes/No
12.	Certificates of satisfactory completion of services of similar nature of at least Rs. 10 lakhs yearly in Government/Public Sector/ Reputed Private organizations in last 3 financial years i.e., 2011-12, 2012-13 and 2013-14.	Yes/No
13.	Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant/ Income Tax Returns (ITR), indicating the required turnover during last five years.	Yes/No
14.	Copy of RCs (issued not earlier than five years before) of at least five taxies / buses in the name of the bidder firm.	Yes/No

Envelope B. LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
1. Annexure – IV	Yes/No
Financial Bid duly filled and signed. No other document to be put with it.	

Important: Please note that the rates quoted shall be mentioned in the Financial Bid form only, to be submitted in envelope-B and not on any other page of the RFP Document.

ANNEXURE – II : FORM-I

Date:

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my/our office at

....., agree to all the Terms & Conditions of the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for engaging an Agency for hiring of vehicles on annual rate contract basis for JMRC, Jaipur.

Our offer will remain valid for 90 days from the date of opening of Technical Bid.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II : FORM-II

Date:

**AGENCY PROFILE AND DOCUMENTS FOR SUBSTANTIATING THE
ELIGIBILITY OF THE BIDDERS**

1	Name of the Work	HIRING OF VEHICLES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR	
2	Name of the Bidder Firm		
3	Registered Office	Address	
		Telephone Nos.	
		Fax Nos.	
		E-mail Id	
		Website	
4	Profile of the firm (Proprietorship/ Partnership/ Private limited/ Public limited etc.)		
5	Service Tax Registration No. (Copy Enclosed)		
6	PAN Card No.(Copy Enclosed)		
7(a)	Name and designation of the Chief Executive of the firm who would be responsible for providing vehicles		
(b)	Address		
8(a)	Name and designation of the authority that is authorized to sign the tender document		
(b)	Address		
9	Other Eligibility documents attached :		
(i)	Turnover (ITR showing turnover)		
(ii)	Experience Certificate		
(iii)			
(iv)			

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 not been blacklisted by any government/ public sector organisation.

Date

Signature

Place

Name

Seal of Authorised Signatory

Note: Additional pages, duly signed may be attached wherever necessary.

ANNEXURE-III**FORMAT OF AGREEMENT**

This AGREEMENT (hereinafter called the “Agreement”) is made on _____ day of _____ month of _____, 2014, between, on the one hand, JAIPUR METRO RAIL CORPORATION (hereinafter called the “Corporation”) and, on the other hand, _____ (hereinafter called the “Agency”).

WHEREAS

- (A) the Corporation requires (Services of Agency for Hiring of vehicles on annual rate contract basis for JMRC, Jaipur as defined in the RFP document (RFP No.F-1(1)/JMRC/DCA/POOL/TENDER/2014-15/5 DATED : 26.06.2014) attached to this Agreement (hereinafter called the “Work”).
- (B) the Agency, having represented to the Corporation that they have the required professional skills, personnel and technical resources, have been selected to complete the Work 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:
 - a) The RFP Document in its entirety along with all its Annexures, Appendices, etc.
 - b) Addenda and/or Corrigenda to the RFP Document, if issued by the Corporation.
 - c) The Letter of Award issued by the Corporation in favour of the Agency.
2. Duration of contract
 - a) The contract shall begin immediately on acceptance of the Letter of Award (LOA) by the successful bidder. The initial time period of the contract shall be for one year from the date of LOA, which shall be extendable for the next one year or part thereof (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency.
 - b) Further, during the extended contract period (beyond first year) the rate payable shall be higher by 5% from the rate of original contract period to take care of inflation and variation in the fuel prices.

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 services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, that the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser 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 and terms & conditions of RFP.
 - c) The Corporation will make payment to the Agency only for the vehicles actually ordered & deployed.

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 stamp paper, stamped in accordance with the stamp act.

ANNEXURE-IV (i)**FINANCIAL BID**

RFP No.F-1(1)/JMRC/DCA/POOL/TENDER/2014-15/5

DATED: 26.06.2014

(Amount in Rupee)

Daily Call Basis (Within Jaipur)									
S. No.	Item	Fixed Cost				Variable Cost		Total (in Rs.)	
		Minimum Usage (km/call or per day)	No. of calls per month	Rate Per vehicle per Call	No. of calls per Year	Additional KM per car per call	Rate per KM		
	A	B	c	d	e	F	g	h= e{d+(f*g)}	
1.1	Car (TATA Indigo/ Bolero/Verito or Equivalent) - AC	60KM	2		24	50			
1.2	Car (Swift Dezire or equivalent) - AC	60 KM	1		12	50			
1.3	Car (Innova or Equivalent) - AC	60 KM	1		12	50			
1.4	Bus 23+1 seater AC	100 KM	1		3	50			
1.5	Bus 23+1 seater NON-AC	100 KM				3	50		
1.6	Bus 31+1 seater AC	100 KM				3	50		
1.7	Bus 31+1 seater NON-AC	100 KM				3	50		
1.8	Sub-Total (1.1 to 1.7)								
	Rate of night halt charges for cars Rs. 200/- per night								
	Rate of night halt charges for bus Rs. 400/- per night								

Note Service Tax, Toll Tax and Parking Charges will be paid Extra as actuals. All other taxes / levies are included in the rates.

(Authorised Signatory)
Signature of the bidder With seal
of the firm

ANNEXURE-IV (ii)**FINANCIAL BID CONTD....**

(Amount in Rupee)

Daily Call Basis (Outside Jaipur)								
S. No.	Item	Fixed Cost				Variable Cost		Total (in Rs.)
		Minimum Usage (km/call or per day)	No. of calls per month	Rate Per vehicle per Call	No. of calls per Year	Additional KM per car per call	Rate per km	
	A	B	C	d	e	F	G	h= e{d+(f*g)}
1.9	Car (TATA Indigo/ Bolero/Verito or Equivalent) - AC	250 KM	2		24	50		
1.10	Car (Swift Dezire or equivalent) - AC	250 KM	1		12	50		
1.11	Car (Innova or Equivalent) - AC	250 KM	1		12	50		
1.12	Bus 23+1 seater AC	250 KM	1		3	100		
1.13	Bus 23+1 seater NON-AC	250 KM			3	100		
1.14	Bus 31+1 seater AC	250KM			3	100		
1.15	Bus 31+1 seater NON-AC	250 KM			3	100		
1.16	Sub-Total (1.8 to 1.15)							
2*	Grand Total (1.8+1.16) (in figures):							
	Grand Total (1.8+1.16) (in words):							
	Rate of night halt charges for cars Rs. 200/- per night							
	Rate of night halt charges for bus Rs. 400/- per night							

- Note
1. Service Tax, Toll Tax and Parking Charges will be paid Extra as actuals. All other taxes / levies are included in the rates.
 2. *The financial evaluation shall be on the basis of S No.2 in the table above.

(Authorised Signatory)
Signature of the bidder
With seal of the firm

ANNEXURE-V**PERFORMANCE SECURITY BOND**

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (here in after called the JMRC, Jaipur) having agreed to exempt _____ (here in after called the said Service Provider(s) from the demand of security deposit / Earnest Money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said Service Providers 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 _____ Service Provider's do hereby undertake to pay to the 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 Service Provider's 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 the 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 Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers 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 the JMRC, JAIPUR, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) 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 Eighteen months from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the 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 the JMRC, JAIPUR, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and 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 the JMRC, JAIPUR, _____ against the said Service Provider(s) 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 Service Provider(s) or for any forbearance, and or any omission on the part of the JMRC, JAIPUR, _____ or any indulgence by the JMRC, JAIPUR, _____ to the said Service Provider(s) 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 Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Dated _____ : _____ For

(Indicating the name of the bank and phone number)

Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.