

Price Rs. 500/-

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9

DATED: 04.02.2016

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

BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.
Register office- Khanij Bhawan,
Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur -302005
Website: www.jaipurmetrorail.in
Email: edca.jmrc@gmail.com
CIN: U60221RJ2010SGC030630

CONTENTS

DISCLAIMER.....	3
1. NOTICE INVITING BIDS (NIB).....	4
2. DEFINITIONS.....	6
3. ELIGIBILITY OF BIDDERS.....	6
4. SUBMISSION OF PROPOSAL.....	8
5. INSTRUCTIONS TO BIDDERS.....	9
6. CORRESPONDENCE.....	9
7. COST OF TENDER/ BID DOCUMENT.....	10
8. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY.....	10
9. EVALUATION OF THE BIDS.....	11
10. AWARD OF CONTRACT, PERFORMANCE SECURITY DEPOSIT AND CONTRACT AGREEMENT.....	12
11. SPECIAL CONDITIONS OF THE CONTRACT.....	13
ANNEXURE - I.....	19
CHECK LIST OF DOCUMENTS TO BE ENCLOSED.....	19
ANNEXURE – II.....	20
DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP.....	20
ANNEXURE – III.....	21
BIDDER’S PROFILE.....	21
ANNEXURE-IV.....	22
FORMAT OF AGREEMENT.....	22
ANNEXURE-V(i).....	24
FINANCIAL BID.....	24
ANNEXURE-V (ii).....	25
FINANCIAL BID CONTD.....	25
ANNEXURE-VI.....	26
FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT.....	26
ANNEXURE-VII.....	28
STATEMENT OF TECHNICAL CAPACITY OF BIDDER.....	28
ANNEXURE-VIII.....	29
FINANCIAL CAPACITY OF BIDDER.....	29
ANNEXURE-IX.....	30
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION.....	30
ANNEXURE – X.....	31
ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02- 2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN.....	31

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") 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 Work 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 (NIB)

Jaipur Metro Rail Corporation is in the process of engaging an Agency for hiring of vehicles on annual rate contract basis on daily call 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	Executive Director (Corporate Affairs), JMRC, Jaipur.
ii.	RFP/Tender No	F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9 Dated 04.02.2016
iii.	Name of Work	Hiring of vehicles on annual rate contract basis for JMRC on daily call basis.
iv.	Estimated cost	Rs. 5,15,000/-
v.	Earnest Money Deposit (EMD) / Bid Security (2 % of the Estimated Cost) (Refer clause 8 of the RFP document)	Rs. 10,300/-
vi.	Name of website (s) for down loading of Bid document and clarification (s) / Modification (s), if any	www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
vii.	Date of issue	04.02.2016
viii.	RFP Download Start Date / Time	05.02.2016
ix.	Date of Commencement of sale of Bid document at JMRC office	05.02.2016
x.	Last time and date for issue of Bid Document from JMRC office	1200 Hrs. on 22.02.2016
xi.	Last time and date for Depositing Bid	1700 Hrs. on 22.02.2016
xii.	Time and date for opening of Technical Bid*	1130 Hrs. on 23.02.2016 (in Conference hall of JMRC)
xiii.	Minimum Validity of Bid	90 days from the last date of Bid Submission
xiv.	Type of Vehicles required	AC Car (Tata Indigo / Bolero / Verito or equivalent / Swift Dezire or equivalent / Innova or equivalent)/ Bus- AC/ Non AC As per scope of work
xv.	Duration of contract	One year with an option of extension for one more year.

Note:

1. All bidders or their authorised representative may attend the opening of the Technical Bids.

2. *The Technical Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the Jaipur Metro Rail Corporation Limited (JMRC).
3. 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.
4. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded 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.

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 – IV.
Agency/ Contractor	The successful bidder engaged for conducting the Work as per the Scope of Work defined in this document.
Corporation / 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 (i.e. should be registered on or before 01.04.2012) & should have experience of providing vehicles on hire as outlined in the scope of work since last three years i.e. from 01.04.2012 or before. 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 / government department / public sector organisation during	A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the

Eligibility Criteria	Documents required to substantiate the same
last 3 financial years ending 31.03.2015 and during current financial year till date of bid submission, due to non fulfilment of contractual obligations.	Bidder's profile. (Annexure-III.)
The bidder should have a permanent office in Jaipur functioning 24 hours and with a telephone connection	<p>1. Telephone / Mobile Phone bill copy</p> <p>2. Copy of Rent Agreement / Electricity bill / Water bill etc. in the name of Bidder.</p> <p>Note: Bill copy should not be older than three month on the last date of bid submission</p>
The bidder must have executed works of similar nature of at least Rs. 5 lakhs yearly in Government / Public Sector / reputed private organizations in last 3 financial years i.e., 2012-13, 2013-14 and 2014-15.	<p>The bidder shall furnish the details of these works in chronological order, in Format given at Annexure-VII.</p> <p>AND</p> <p>Certificates of satisfactory completion of services mentioning the amount, issued by the authorised signatory of the client, shall also be enclosed.</p>
The firm's average annual turnover should not be less than Rs. 10 Lakhs in last three financial years i.e., 2012-13, 2013-14 and 2014-15.	<p>Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant</p> <p>OR</p> <p>Income Tax Returns (ITR), indicating the required turnover</p> <p>OR</p> <p>A certificate from a Chartered Accountant certifying the turnover.</p>
Bidder must own at least 2 such taxis / buses in its own name on the last date of Bid submission, Registration certificate of which is issued not earlier than year 2011.	Copy of RCs of at least two taxis/ buses in the name of the bidder firm (issued not earlier than year 2011)

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 ON DAILY CALL BASIS**”, 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:

**JMRC Office,
2nd Floor, RSIC Building, Udyog Bhawan Premises
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 **1700 Hrs. on 22.02.2016**

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, Jaipur on daily call basis**” and “**Part B- Financial Bid for Hiring of vehicles on annual rate contract basis for JMRC, Jaipur on daily call basis**”, 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**, 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**, in that case the Proposal may be summarily rejected at the discretion of JMRC.

All documents, except financial bid in Annexure-V, shall be submitted with technical bid.

b) **Submission of Part-B : Financial Bid**

Annexure –V: This Part should contain only the Financial Bid in the prescribed Format as per Annexure-V. Bidders should submit filled financial bid in separately sealed envelope clearly super-scribed “**Part- B- Financial Bid for Hiring of vehicles on annual rate contract basis for JMRC, Jaipur on daily call basis**”.

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 applicable shall be extra. Also toll tax and parking charges will be paid extra as per actual.

5. INSTRUCTIONS TO BIDDERS

- i. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work and 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, as actual.
- 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 processWithout 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)

JMRC Office,

2nd Floor, RSIC Building, Udyog Bhawan Premises

Tilak Marg, C-Scheme, Jaipur.

Tel. No.0141-5192404

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 from a schedule bank 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 state public procurement portal: www.sppp.rajasthan.gov.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/-** from a schedule bank drawn in favour of JMRC, payable at Jaipur **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) / BID SECURITY

- i. (a) EMD shall be Rs. 10,300/- (Rupees Ten Thousand Three Hundred only), which shall be in the form of Demand Draft / Bankers Cheque from any Scheduled Bank 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.
(b) In case of **Small Scale Industries of Rajasthan** it shall be 0.5% of the quantity offered for supply (i.e., Rs.2,575 Rupees Two Thousand Five Hundred Seventy Five Only) and in case of **sick industries**, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid (i.e., Rs. 5,150 Rupees Five Thousand One Hundred Fifty Only). Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
(c) In lieu of bid security, a bid securing declaration is to be submitted by Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- ii. Any Bid not accompanied by valid Bid Security / Earnest Money Deposit in acceptable form will be liable to be treated non-responsive & shall be rejected.
- iii. The Bid Security/ Earnest Money Deposit shall be forfeited in case:
 - a. the bidder withdraws or modifies its bid after opening of bids;
 - b. the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;

- c. the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of RTPP Rules.
- iv. In case of successful Bidder, the Bid Security / Earnest Money Deposit may be adjusted in arriving at the amount of against Performance Security or refunded if the successful Bidder furnishes full amount of Performance Security Deposit.
- v. The Bid Security / Earnest Money Deposit shall be returned promptly after the earliest of the following events:
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- vi. If the successful bidder fails to deposit the required Performance 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 Bid Security/ Earnest Money Deposit, in part or in full, at the discretion of JMRC.

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 attendance sheet / 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 shall be communicated to technically qualified bidders through email/phone.
- v. The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign attendance sheet / 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 Bid 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 Bidders whose Technical Bids 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 amount shown at S. No. 2 of Annexure-V of this RFP.

10. AWARD OF CONTRACT, PERFORMANCE SECURITY DEPOSIT AND CONTRACT AGREEMENT

- i. The Corporation will issue a Letter of Award (LOA) to the successful bidder after approval / acceptance of the bid.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. 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-VI) duly discharged in favour of JMRC Ltd., Jaipur from any Scheduled Bank OR in the form of Demand Draft in favour of JMRC Ltd., Jaipur from any Scheduled Bank payable at Jaipur. It must be deposited within seven days of issuance of the LOA.
- iv. An agreement on non-judicial stamp paper of Rs 100/- as per format at Annexure-IV 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.
- v. 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 Deposit / Performance Security Deposit, in part or in full, at the discretion of JMRC.

- vi. Performance Security Deposit (deposited in the form of bank guarantee) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of contractor i.e. 14 months period from the date of acceptance of LOA.
- vii. 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 Demand Draft / Bank Guarantee of **5% of the new annual contract amount** or to deposit additional amount of security in the form of Demand Draft / Bank Guarantee in favour of JMRC Ltd., Jaipur payable at Jaipur, as the case may be.
- viii. After completion of all contractual obligations, Performance Security Deposit shall be returned to the successful supplier within 60 days.

11. 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 45 calls in a year.	Approximate 24 calls in a year.
b)	Car (Swift D-zire or Equivalent) - AC	Approximate 20 calls in a year.	Approximate 12 calls in a year.
c)	Car (Innova or Equivalent)- AC	Approximate 20 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 **from the date of dispatch of Letter of Award (LOA)** to the successful bidder. The initial time period of the contract shall be for one year from the date of dispatch 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 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 acceptance 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 2011 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 daily 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 Buses / 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) The vehicle should be insured comprehensively and should have necessary permits from the transport department/authority.
- k) The Corporation reserves the absolute right to inspect the Taxi Vehicle provided to the Corporation.

- l) The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.
- m) The driver must not use liquor or any other intoxicant, while on duty.
- n) 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.
- o) JMRC will not be responsible for any challan, loss, damage or accident to the vehicle or for any third party liability.
- p) 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.
- q) 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.
- r) 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.
- s) 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.
- t) 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.
- u) 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.
- v) The Contractor /Agency shall ensure that all the vehicles are provided with neat and clean seat covers.
- w) The Corporation will make payment to the Agency only for the vehicles actually ordered & deployed.
- x) (a) The agency will provide the vehicles within Jaipur for duty for minimum 10 hours per call for which agency will provide minimum running (60/100 km) of vehicle as mentioned in Financial Bid. For use of vehicle beyond this minimum usages (i.e., after 60/100 kms.) rate per additional kms will be paid as mentioned in financial bid and approved by JMRC.

- (b) For use of vehicle beyond minimum 10 hours, Rs. 100 per hour will be paid to the Agency. For every additional hours paid, the agency will provide running of vehicle for 10 kms. For use of vehicle beyond this minimum usages (i.e., after 10 kms.) rate per additional kms will be paid as mentioned in financial bid and approved by JMRC
- y) The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of ANNEXURE-X of the RFP. Please read carefully and comply:-

Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest

Annexure B: Declaration by Bidders regarding Qualifications

Annexure C: Grievance Redressal during Procurement Process

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, the Agency will raise bills after completion of each call to Officer-in-Charge (Vehicle Pool), JMRC.

- b) Payments due shall be made by the JMRC through crossed cheque issued in favour of the Agency or through RTGS.
- c) Service Tax (as applicable), Toll Tax and parking charges shall be payable extra 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 ED (Corporate Affairs), 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

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

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. 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.

x. 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 and signed	Yes/No
3.	Annexure – II: Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP) dully filled and signed	Yes/No
4.	Annexure – III: Bidder's Profile dully filled and signed	Yes/No
5.	Annexure – IV: Format of Agreement, duly signed on each page	Yes/No
6.	Annexure – VI: Format of Bank Guarantee for Performance Security Deposit, duly signed on each page	Yes/No
7.	Annexure – VII: Format of Technical capacity of the bidder, dully filled and signed on each page	Yes/No
8.	Annexure – VIII: Format of Financial capacity of the bidder, dully filled and signed on each page	Yes/No
9.	Annexure – IX: Format for Power of Attorney for signing of application, dully filled (if applicable) and signed on each page	Yes/No
10.	Annexure – X: Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled	Yes/No
11.	Registration Certificate of firm / Partnership deed/ Certificate of incorporation etc.	Yes/No
12.	Copy of Income Tax Registration (PAN)	Yes/No
13.	Copy of Service Tax Registration	Yes/No
14.	Self-declared certificate regarding not to be black listed, on Annexure-III	Yes/No
15.	Telephone bill copy along with copy of Rent Agreement / Electricity bill / Water bill, etc. in the name of Bidder as per clause 3 of RFP.	Yes/No
16.	Certificates of satisfactory completion of services of similar nature of at least Rs. 5 lakhs yearly in Government/Public Sector/ Reputed Private organizations in last 3 financial years i.e., 2012-13, 2013-14 and 2014-15.	Yes/No
17.	Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant / Income Tax Returns (ITR) indicating the required turnover / A certificate from a Chartered Accountant certifying the turnover for last three Financial years i.e., 2012-13, 2013-14 and 2014-15.	Yes/No
18.	Copy of RCs of at least two taxies / buses in the name of the bidder firm. (issued not earlier than 2011)	Yes/No

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

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

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

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 on daily call basis.

Our offer will remain valid for 90 days from the last date of Bid submission.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – III

Date:

BIDDER'S PROFILE

1	Name of the Work	HIRING OF VEHICLES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR ON DAILY CALL BASIS	
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		

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2015 and during current financial year till date of bid submission, due to non fulfilment of contractual obligations.

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-IV

FORMAT OF AGREEMENT

This AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the “**CORPORATION**” of the one part, represented by _____ (designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

_____ (**Name of the successful bidder**) of the other part, hereinafter called the “**AGENCY**” represented by _____, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

WHEREAS

- (A) the Corporation requires (Services of Agency for Hiring of vehicles on annual rate contract basis for JMRC, Jaipur on daily call basis as defined in the RFP document (RFP No. F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9 dated: 04.02.2016) 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 No. F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9 dated: 04.02.2016) 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 from the **date of dispatch of Letter of Award (LOA) to the successful bidder**. The initial time period of the contract shall be for one year from the date of dispatch 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 of contract) 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 inconformity 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-V(i)**FINANCIAL BID****F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9****Dated : 04.02.2016**
(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) for 10 hrs.	No. of calls per Year	Rate Per vehicle per Call	Additional KM per car per call	Rate per KM	
	a.	b.	c.	d.	e.	f.	g= c x (d+(exf))
1.1	Car (TATA Indigo/ Bolero/Verito or Equivalent) - AC	60KM	45		50		
1.2	Car (Swift Dezire or equivalent) - AC	60 KM	20		50		
1.3	Car (Innova or Equivalent) - AC	60 KM	20		50		
1.4	Bus 23+1 seater AC	100 KM	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)		
Total 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 per actual. All other taxes / levies are included in the rates quoted above.

2. (a) The agency will provide the vehicles within Jaipur for duty for minimum 10 hours per call for which agency will provide minimum running (60/100 km) of vehicle as mentioned in Financial Bid. For use of vehicle beyond this minimum usages (i.e., after 60/100 kms.) rate per additional kms will be paid as mentioned in financial bid and approved by JMRC.
- (b) For use of vehicle beyond minimum 10 hours, Rs. 100 per hour will be paid to the Agency. For every additional hours paid, the agency will provide running of vehicle for 10 kms. For use of vehicle beyond this minimum usages (i.e., after 10 kms.) rate per additional kms will be paid as mentioned in financial bid and approved by JMRC
3. Financial evaluation of the bids shall be as per note no. 2 of the table below.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-V (ii)**FINANCIAL BID CONTD....****F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9****Dated : 04.02.2016**

(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 Year	Rate Per vehicle per Call	Additional KM per car per call	Rate per km	
	a.	b.	c.	d.	e.	f.	g= c x (d+(exf))
1.9	Car (TATA Indigo/ Bolero/Verito or Equivalent) - AC	250 KM	24		50		
1.10	Car (Swift Dezire or equivalent) - AC	250 KM	12		50		
1.11	Car (Innova or Equivalent) - AC	250 KM	12		50		
1.12	Bus 23+1 seater AC	250 KM	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 (1.9 to 1.15)						
	Total in Words						
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 per actual. All other taxes / levies are included in the rates quoted above.
 2. **The financial evaluation shall be on the basis of Grand Total amount shown at S No.2 in the table above.**

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-VI

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Contract Agreement signed pursuant to the RFP No. F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9 dated : 04.02.2016 issued by JMRC for **HIRING OF VEHICLES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR ON DAILY CALL BASIS** we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Contract agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.
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 suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder’s 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 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 _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder 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 there-under and the Selected Bidder 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 **14 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of

the terms & conditions of the Contract agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder 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 Selected Bidder.
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:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. 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 Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
JMRC Office, 3rd Floor,
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-VII

STATEMENT OF TECHNICAL CAPACITY OF BIDDER

(Add additional sheet if required)

S. No.	Name of Client	Work Order / LOA No. and Date	Total Value of entire contract Rs.	Amount received Rs.	Year of Service rendered (Financial Year)	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-VIII

FINANCIAL CAPACITY OF BIDDER

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

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-IX

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... son /daughter of Shri and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"RFP FOR HIRING OF VEHICLE ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR ON DAILY CALL BASIS (RFP No. F.1(20)/JMRC/DCA/POOL/TENDER/2015-16/9 dated: 04.02.2016)"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2016.

For.....
(Signature, Name, Designation and Address)

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

Witnesses:

- 1.
- 2.

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE – X

**ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN**

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of..... in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Dir (Corporate Affairs) JMRC, JAIPUR.**

The designation and address of the Second Appellate Authority is **MD, JMRC, JAIPUR.**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para(I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
..... (Supported by an affidavit).

7.

Prayer:.....
.....

Place.....

Date

Appellant's Signature