



DELHI METRO RAIL CORPORATION LTD.

(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF DELHI)

BID DOCUMENT

NIT NO. – DMRC/CPM/Mumbai/2016/01

**APPLICATION FORM/ TENDER DOCUMENT (CONTAINING
INSTRUCTIONS FOR APPLICANTS AND TERMS &
CONDITIONS FOR HIRING TAXIES ON MONTHLY AND
DAILY BASIS)**

DELHI METRO RAIL CORPORATION LTD.

Application Form/Tender Document for providing-hiring of vehicles on monthly and daily hire basis.

INDEX

S.NO.	TITLE	PAGE NO.
	PART-I	
1.	Notice Inviting Tender	3-4
2.	General Terms & Conditions for hiring of vehicles	5-11
3.	Special Terms & Conditions for hiring of vehicles	12-13
	PART-II	
4.	Technical Package [Experience & Technical Competence] - Annexure-I	14-17
	PART-III	
5.	Financial Package [Rates to be Quoted] - Annexure- II	18-22

PART-I NIT No. DMRC/CPM/Mumbai/2016/01

NOTICE INVITING TENDER

Sealed Tenders in two separate sealed packets are invited from bonafide, competent and experienced taxi operators of good repute, credentials, and sound financial standing to provide professional hiring of taxi services to the officers and other officials providing services to DMRC from various operation units, office locations, Depots and project sites in and around Mumbai and suburb. On an average approx 20 or more vehicles will be deployed on monthly basis and the vehicle shall also be requisitioned for day to day purpose with prior notice to the transporter.

1. 1. Tender form will be available for sale in the office of CPM/Mumbai, Delhi Metro Rail Corporation, 8th floor, A wing, MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai-400051 . (on all working days) from 27/01/2016 to 17/02/2016 (from 10.00 am to 06.00 pm). Tender documents describing the eligibility criteria, scope of work/ services and the terms & conditions for the contract are available for purchase on payment of a non-refundable fee of Rs.20000/- +5% VAT through DD/ Bankers Cheque drawn in favour of **Delhi Metro Rail Corporation Ltd.** payable at New Delhi. The tender document can also be downloaded from DMRC's website www.delhimetrorail.com and submitted along with DD/Banker's cheque of Rs. 21000/-. The estimated value of work considering contract period of 36 months is 3.00 crores and may vary depending upon the number and type of vehicles used as per the requirement of company.
2. The taxi operators should have necessary capability, resources, competence, infrastructure and expertise to provide taxi services as per scope of works enclosed. The taxi operator should have adequate financial and technical competence and should be able to provide excellent taxi services.
3. The tender document is divided into 3 parts:-
 - (i) Part-I consists of Notice Inviting Tender (NIT) and General/Special terms and conditions for hiring of taxis.

The tender will be submitted as under: -

- (ii) **Part-II – Technical Package (Envelope-I)**

The **Experience & Technical Competence (as per Annexure-I) along with requisite EMD** to be submitted in a sealed Envelope marked "Technical Package" Envelope No.TPT-I/2016.

(iii) **Part-III - Financial Package (Envelope-II)**

The **Financial offer/rates** to be quoted in **Annexure-II** will be submitted in other envelope marked "Financial Package" Envelope No.TPT-II/2016.

4. An EMD of Rs. 2,00,000/- (Rs. Two lacs only) by way of demand draft in favour of Delhi Metro Rail Corporation Ltd., payable at New Delhi will have to be deposited at the time of submission of tender. This amount of EMD may be converted as a part of security deposit/performance guarantee of Rs. 10,00,000/-from the successful bidder. The EMD in case of unsuccessful bidders will be refunded to them within a month from the date of award of the contract. No interest will be paid on EMD. Any offer, which is not accompanied by the requisite EMD, shall be rejected outrightly.
5. Tenders can be submitted in the tender box kept at DMRC Office, CPM/Mumbai, 8th floor, A wing, MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai-400051 in Sealed Cover **up to 03:30 pm on 18.02.2016**. The technical part of tender will be opened on the same day at 04.00 pm.
6. The submission must be made in one large "sealed cover packet" containing both the envelopes as mentioned in Para-3 above. This packet should be super scribed "Tender for Transport Services to DMRC, Mumbai office: 2016".
7. The submissions received after the stipulated time and date shall not be accepted and considered.
8. DMRC Limited takes no responsibility for delay, loss or non-receipt of the tender document sent by post/courier.
9. Evaluation will be done based on the parameters defined in terms and conditions of the bid. Incomplete bids will not be considered for evaluation.
10. DMRC Limited reserves the right to reject any or all Tenders without assigning any reason whatsoever.
11. DMRC Limited does not bind itself to accept any tender.
12. Telex/FAX/E-mail offers will not be accepted.
13. The validity of tender will be 3 months from the date of submission.

2. GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS

'Company' means Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.

'Contractor' means successful bidder for providing taxi/car/vehicle services of all description on hiring basis.

'Officer-in-Charge' means CPM/Mumbai or any official authorized by him to act for and on his behalf.

2.0 SERVICE POINTS & TIMINGS

2.1 The contractor shall be required to provide taxies/cars/vehicle on hire basis as and when required. The agency will be required to provide the services at a notice which in normal circumstances will be a minimum period of 24 hrs. However, in emergencies, vehicles may be required at shorter notice.

2.2 The services will be required at multiple locations including Mumbai and its suburbs where DMRC's officers are residing or where DMRC's offices are functioning.

3.0 OTHER TERMS

3.1 After evaluation of the price bids based on the workable L-1 rates, agency will be awarded the Letter of Acceptance (LOA) to which the contractor will give his unconditional acceptance. Then, the LOA will be a binding document between the contractor and the company and the contractor will start providing cars/vehicles within seven days of issue of notice to provide vehicles.

3.2.1 Minimum number of cars to be provided shall be 4 (Four) on issue of first notice. The requirement of cars can be increased/decreased as per requirements in future during currency of the contract and shall be communicated to contractor giving 3 days notice.

3.2.2 The successful tender shall sign the Agreement incorporating all the terms of agreement between the two parties within 30 days of issue of LOA. However, the successful tenderer shall arrange the necessary Non-judicial stamp papers of requisite value and attend the DMRC office to execute the agreement within two weeks of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the successful tenderer. Upon executing the agreement the original agreement will be retained by the employer and one copy of the Agreement duly signed by the Employer and the Contractor through their authorised signatories, will be supplied by the Employer to the Contractor.

3.3 No extra garage to garage/dead mileage and time will be given.

- 3.4 The agency will have to ensure that car is filled with sufficient fuel before it reports on duty of the company. The driver will not be allowed to fill fuel in the car immediately after reporting and/or during normal working hours.
- 3.5 The agency will be required to provide with each driver a petty cash of Rs.1,000/- (Rupee one thousand only) to meet the on-the-way/contingent expenses like parking, toll, state entry tax, etc. in case of local running and sufficient cash in case of out station duty.
- 3.6 Allocation of the fixed monthly and day to day car bookings will be as per requirement of the company. The agency will be ordered to provide fixed monthly and day to day cars at different offices of the company and at the residences of officers residing in Mumbai and its suburbs.
- 3.7 (i) Only for monthly vehicles:
If vehicle is required to report in suburbs like Navi Mumbai, Thane, and Vashi . an empty running allowance of 25 km per day (over and above the minimum guarantee km per month) will be admissible for actual number of days worked in a month.
- (ii) Similarly, per day an allowance of one hour each side will be permissible for vehicles required at above suburbs of Mumbai.
- 3.8 The agency shall ensure that the meters of cars provided to DMRC are duly sealed and are not tampered. DMRC would be free to check the correctness of the meter of the car supplied. In case any tampering is detected, penalty as per clause 5.15 will be imposed. Additionally, the agency would be black listed for a period of five years and security deposit shall be forfeited.
- 3.9 The fixed monthly cars will be allowed to go to outstation duty for which no extra payment will be made if the total mileage is within prescribed km. If the mileage increases, it will be paid at the approved rate.
- 3.10 The agency shall provide prompt, punctual, efficient, safe, courteous and qualitative services on fixed monthly basis and on day to day basis for its offices and officials working/residing in Mumbai and its suburbs round the year including Sundays and holidays if required.
- 3.11 Normally, the agency will be given booking of cars in advance. However, in case of urgent requirement, the agency has to provide cars on short notice also.
- 3.12 **Location of the metro offices and residence of the officers of the company at present:-**
1. Bandra Kurla Complex, Bandra East, Mumbai
 2. Link Road, Dahisar East to DN Nagar, Mumbai
 3. Andheri east to Dahisar east, Mumbai.
 4. Wadala, Mumbai
 5. All project sites, depots and residences spread across the city of Mumbai including its suburbs.

4.0 **SCOPE OF SERVICE**

4.1 The agency shall provide monthly cars on all the working days including holidays, if required by the users of the car. The empanelled agency shall provide quality and uninterrupted services by sending the car for periodical servicing, preventive repair and maintenance for which replacement of the fixed monthly car will be given by the agency without any extra cost to the company.

4.2 **Vehicle Statutory Requirements:**

- (i) The cars deployed on duty should have valid commercial registration certificate, comprehensive insurance (to cover the occupants also) and statutory requirements of Central/State Governments, fitness certificate, Pollution under Control, Road Tax, Permit and must be revalidated before the expiry of the due date during the tenure of the contract period.
- (ii) The Agency will give the statement of cars assigned for DMRC with registration number to Administration section of DMRC. Any change in the cars for any reason to be notified periodically. Further, a copy of RC and other documents connected to the vehicles deployed to be furnished to the authorized official (user officer) of DMRC.

4.3 The rates quoted by the agencies will include following items in the monthly and day to day cars as per details given below for which no extra payment will be made by the company, Absence of any of these will result in penalty as per the clause 5.15: -

S.No.	Items required in the car
1.	Tool box & Stepney
2.	Music System with AM/FM radio in working condition
3.	First aid box and torch
4.	Mobile charging facility in the car
5.	Driver's Mobile in charged and running condition
6.	Good upholstery/seat covers

4.4 For vehicle deployed on duties, special care as under, has to be taken by contractor:

- (i) Punctuality of time is an essential and important condition of the contract.
- (ii) The vehicle on monthly basis duty and/or given the out station duty, the driver should be adequately equipped with money and other requisites to leave for out station duty after getting instructions from User/ CPM/Mumbai of DMRC.
- (iii) The drivers of the cars provided shall always be wearing neat and clean uniform and holding a valid driving license and abide by all the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.

- (iv) Drivers will submit the duty slip in the prescribed format given by DMRC mentioning particulars like car no., driver's name, mobile no. and the initial meter reading to the user at the time of reporting in case of daily basis vehicle.
- (v) Mileage at the reporting and releasing place along with the name/details of the place will be indicated by the driver of the agency which will be signed by the user of the car.
- (vi) Correction, if any, in the duty slip should be attested by the user in the absence of which duty slip will not be entertained in case of daily basis vehicles.
- (iii) The driver shall always remain with the vehicle during whole of the duty time and shall always keep the mobile phone in charged and working condition.
- (iv) The persons deputed by the empanelled agency for carrying out DMRC's duty should behave properly with the officers and maintain punctuality and discipline. If any driver engaged by the empanelled agency is found to be indisciplined, misbehaved or under influence of any intoxicant, penalty will be levied as per clause 5.15.

5.0 TERMS AND CONDITIONS

5.1 EMD will be forfeited:

- (i) If the offer is withdrawn/modified or alteration is sought during the period of validity of the offer or any agreed extension;
- (ii) The agency fails to supply the agreed number of cars of required make.
- (iii) If the agency backs out and or does not sign the contract agreement within 30 days after issue of LOA;
- (iv) If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
- (v) If the tenderer fails to provide performance guarantee within the schedule time.
- (vi) Any other act of the bidder which tantamount to premature withdrawal from tender process.

5.3 The tenderers will give an undertaking that all the requirements of DMRC will be met by them.

5.4 The award of the work / contract shall be valid for a period of 36 months, which can be further extended up to six months on the existing rates, terms and conditions at the discretion of the company.

5.5.1 No price variation on any account except for increase / decrease in the price of petrol / diesel / CNG (in Mumbai) will be allowed up to 36 months and during the extended period of 6 months. Further, price variation to be calculated as per the following formula:

Rate: (Difference between the average revised rate and the average existing rate of fuel) divided by (14 Kms in case of A/c vehicle and 17 Kms in case of Non A/c vehicle)

Rate as calculated above multiplied by minimum guarantee monthly km will be the increase in the charges for vehicles on monthly basis

Average rate means rate of 1litre of petro plus rate of 1 litre of diesel plus rate of 1 kg. CNG divided by three.

The same revised rate will be effective for additional per km and on the rates of vehicles on daily basis also. Further, the rates will be revised & effective from 1st April and 1st October every year after completion of one year from the date of Letter of Award.. It is again to clear that no other price variation on any account will be allowed up to 36months and during extended period of 6 months.

5.5.2 Example for reference purpose only:

Rates per Ltrs/Kg.	Present Rates in Rs.	Assumption Rates after Revision in Rs.	Variation per Ltrs/Kg in Rs.
Petrol/Ltrs	71.41	73.41	2
Diesel/Ltrs	56.71	59.71	3
CNG/Kg.	38.15	39.15	1
Total variation			6
Average Rate (Total variation/3)			2

In case of AC vehicle:

$$2/14*2000 = 285.71 \text{ (when 2000Km is the limit of user officer)}$$

In case of Non AC vehicle:

$$2/17* 3000 = 352.94 \text{ (if 3000Km is the limit of user officer)}$$

- 5.6 DMRC will reimburse payment of toll tax, municipal tax, parking charges or any applicable tax, if any, to the agency in case the vehicle enters the other State on production of original receipts. Any new tax imposed by Govt. which was not prevalent at the time of award of contract will not be paid to the agency.
- 5.7 The tender shall remain valid for acceptance for a period of three months from the opening of tender and shall be extendable further for a period of 30 days as per specific request of the company.
- 5.8 The agency shall indemnify DMRC against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by the Empanelled Agency and the vehicles deployed by the agency.
- 5.9 The agency will be required to submit the bills (in duplicate) along with the duty slip in the format prescribed by DMRC duly signed by the concerned user of the car (complete in all respect) to DMRC office, CPM/Mumbai, 8th floor, A-wing, MMRDA Building , Bandra Kurla Complex, Mumbai 400051 or any other

office if communicated to the agency. The payment will be made within 15 working days from the date of receipt of the bills .

- 5.10 No payment shall be made against the bills pertaining to journey, where any complaint with regard to quality of the car is received from the user. In this regard the decision of DMRC shall be final and binding on the agency.
- 5.11 Detaining the vehicle for own reasons during outstation duty as well as in station or disappearing from duty causing undue detention to an officer may entail deduction or non-payment for the journey performed.
- 5.12 For any dispute arising out of this contract, CPM/Mumbai , DMRC shall appoint an officer to co-ordinate to arrive at an amicable solution. However, if any matter is to be referred to arbitration, the Arbitrator shall be appointed by Head of Administration Section, DMRC, New delhi and the decision shall be binding on both the parties.
- 5.13 The disputes shall be subject to Courts at Delhi who shall have jurisdiction over such matters.
- 5.14 Once the booking is accepted by the agency, the agency shall intimate the vehicle no., name & mobile no. of the driver to the concerned Nodal Officer/user; failing which a penalty will be leviable (Ref: Clause 5.15) and the same will be deducted from the running bill.
- 5.15 The agency will be required to strictly adhere to the terms and conditions of the contract and provide the quality hired car services in the offices of DMRC in Mumbai and its suburbs. If, hired cars services is not found within the Scope of Work/Scope of Services of the tender, penalty will be imposed as under:

S.No	Description	Penalty
Fixed Monthly and Day to Day bookings		
(i)	If at any occasion, it is ascertained that vehicle is older than 2015 model (year of registration) in case of monthly vehicle and older than 2014 model (year of registration) in case of daily basis vehicle	Older than this – specification / model (year of registration): 1 Year older 10% 2 Year older 20% 3 Year older 30% 4 Year older 50% The said % of the payment will be deducted for that particular number of day(s). If no. of days in a month, when vehicle provided is not up to the specified model (year of registration) are more than 5 days no payment will be made for the entire month for that particular vehicle.
(ii)	If monthly vehicle is not sent on any day for whatever reason	Rs.1000/- will be imposed on daily basis.
(iii)	Driver's Misbehavior such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant.	Rs.1000/- on 1 st instance Rs.5000/- on 2 nd instance Replacement of Driver on 3 rd Instance

(iv)	Excess claim of mileage	Rs.1000/- on 1 st instance Rs.5000/- on 2 nd instance Termination of vehicle on 3 rd Instance
(v)	Meter tampering resulting in fast meter	Rs.10000/- on 1 st Instance Termination of contract on 2 nd instance
(vi)	Any other deficiencies found in Hired Car/Hired Car Services	Rs.500/- will be imposed on daily basis
(vii)	In the event of non-satisfaction of the user (either because of driver or because of vehicle) driver or vehicle, as the case may be, needs to be changed within three days.	

- 5.16 Regular inspection of the vehicles will be done by the user officer. In the event of non satisfaction of the user, either driver or vehicle as the case may be, needs to be changed immediately. Failing which the order for the vehicle provided to that particular user will be withdrawn.
- 5.17 If it is found that any of the terms and conditions providing herein is not met with, or the Agency committed any breach thereof, the agency will be given two warnings. If there is no improvement on the part of the agency, the services of contractor/agency will be terminated and security deposit shall be forfeited. The decision of DMRC shall be final in this regard and binding on the Agency.
- 5.18 DMRC may, at any time, by giving one month notice can foreclose the contract without any liability, financial or otherwise on itself.
- 5.19 DMRC shall pay for the services under the contract at the rates mentioned in the LOA which shall be inclusive of fuel/lubrication/repair & maintenance of vehicle, wages of the driver, uniform, State Transport Taxes/permits fees, Insurance of the vehicle etc. Further, Service Tax will be paid extra. However, parking charges and toll tax, if any, paid by the agency will be reimbursed on the production of valid receipts along with monthly bills. The new tax imposed by Govt. which was not prevalent at the time of award of contract, shall not be paid to the agency.
- 5.20 Agency/firm must ensure the compliance of various applicable laws, rules and regulations with respect to the manpower engaged by them for the purpose of smooth and efficient rendering of services to DMRC.
- 5.21 Absence of vehicle due to accident will not entitle for any exemptions from liabilities of contract, whatsoever, arrangement of alternative/substitute will be the responsibility of the agency.
- 5.22 In order to avoid mishap/accident, Agency shall ensure that only skilled drivers with sufficient experience in trade are deployed on vehicle and they observe all rules/precautions in this regard. The Agency shall ensure that driver do not exceed normal safe speed limits.
- 5.23 If at any occasion, it is ascertained that vehicle is older than 2015 model (year of registration) in case of monthly vehicle and older than 2014 model (year of registration) in case of daily basis vehicle, than the penalty / payment will be made as per the Clause 5.15.

3. SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Following is the minimum eligibility criteria for technical assessment: -

1. Should have minimum 15 cars of 2014 and above model (year of registration) registered in the name of the proprietor of firm/firm/company. The description i.e., make, date of purchase should be given along with tender(copy of the RCs to be enclosed). Cars having model (year of registration) of the year earlier than 2014 will not be considered for technical assessment.
2. Should have minimum 15 numbers of drivers having valid Light Motor Vehicle (LMV) license.
3. The average annual turnover of the unit from transport services/hiring of taxi should not be less than Rs.80 lakhs in the last 3 years. The annual turnover shall be inflated @ 5% per annum upto 2014-15. All the financial documents certified by a Chartered accountant shall be furnished otherwise the same shall not be considered for technical assessment.
4. The agency must have worked i.e. provided taxis/cars on hire services to at least one Govt. Department/ PSU / Autonomous body during the last three years. Copy of the experience certificate and award letter to be enclosed.
5. The agency should be registered with Service Tax authorities. Registration proof should be submitted along with the tender.
6. The agency should be registered with ESI/PF authorities. Registration proof should be submitted along with the tender.
7. The agency should have valid PAN Number. Photocopy of PAN number should be submitted along with the tender.
8. Each and every page of the complete tender document needs to be signed by the authorised person with stamp of the agency/firm as token of acceptance of all the terms and conditions of the tender document and ensuring that there are no deviations from the tender documents (to be enclosed with the technical part of the bid).

Failure to satisfy the above conditions will lead to disqualification.

9. Evaluation of Tenders:

Evaluation of the technical qualification will be done as per the following:

- A. No. of Govt. Clients (Govt. Departments / PSUs / Autonomous bodies / Statutory Corporations, etc.) as on the date of tender.

No. of Govt. Clients	Minimum 1	1-4	More than 4
Marks Awarded	10	12	15

B. Average Annual Turnover of the last 3 years.

Rs. In lakhs	Minimum- 80-125	126-200	More than 200
Marks Awarded	10	12	15

C. No. of Vehicles owned by the agency on the date of tender

Vehicles of	2014 model (year of registration)	2015 model (year of registration)	2016 model (year of registration)
	Minimum 15 Vehicles of any of the three model (year of registration)s.		
Additional Vehicles	1 Mark each for every additional vehicle of 2014 model (year of registration)	2 Marks each for every additional Vehicle of 2015 model (year of registration)	3 Marks each for every additional Vehicle of 2016

Financial bid will be opened only for the top 10 parties only, on the basis of marks obtained by the parties.

4. **PART-II**

NIT No. DMRC/CPM/Mumbai/2016/01

Technical Package (Envelope-I)

The **Experience & Technical Competence (as per Annexure-I) along with requisite EMD and other documents** to be submitted in a sealed Envelope marked "Technical Package" **Envelope No.TPT-I/2016**.

2. TECHNICAL PACKAGE

(i) Contractors details

1. Name of the Firm :
2. Address for communication :
3. Registered Office, if any :
- . :
5. Telephone No.(Off./Resi.) :
6. Name of Proprietor/Partner/Director :
7. (i) Name of Bankers :
(ii) Credit limit, if any, sanctioned by bank :
8. Date/Year of Commencement of businesss :

(ii) Details of cars (not older than 2014 model (year of registration) and above) owned by the bidder*

S.No	Description of vehicles	Registration Number	Make/Model (year of registration)
1.			
2.			
3.			
4.			
5.			
.			

*Please attach the photocopy of RC (Registration Certificate) of minimum 15 vehicles registered in the name of bidding company/firm. The same shall be verified from the original RC during technical evaluation.

- (iii) (A) Address of the unit _____

(iv) Experience

S.No.	Services Provided	Name of the company	Period
1.			
2.			
3.			

Please attach certified copies of experience certificates issued by the authorities to whom the transport services have been provided.

(v) Experience details of Govt. Clients (with certified proof-supporting documents) as on the date of tender also to be mentioned separately

(vi) Annual Turnover for last 3 years (enclose Audited Balance sheet and Income Tax Returns) of similar work/services.

S.No.	Description	Year 2012-2013 (Rs.in Crore)	Year 2013 -2014 (Rs.in Crore)	Year 2014-2015 (Rs.in Crore)
(1)	(2)	(3)	(4)	(5)

*The turnover stated above should be certified by practicing Chartered Accountant.

(vii) Service Tax Registration Number:
(Please enclose copy of Registration Certificate)

- (viii) ESI/PF Registration Details:
(Please enclose copy of Registration Certificate)
- (ix) Permanent Account Number (PAN):
(Please enclose copy of PAN Card)
- (x) Please enclose duly notarized affidavit that their Proprietorship/Partnership firm/ company have not been blacklisted by any Govt. department/PSU/ Autonomous body during the last three years.

(xi) The Bidder has to do numbering of each page and sign each and every page of the tender document so as to confirm that there is not any variation from the tender terms and they have understood and agreed to the terms and conditions of the tender document.

Signature of Authorized officer
(With Company/Firm seal)

Note:

- 1. All documents required as per tender document along with requisite EMD should be submitted with technical bid.**
- 2. Agencies/firms who do not qualify in technical bid, financial bid of the same agency/firms will not be opened.**
- 3. Date of opening of financial bid shall be intimated separately to the technically qualified agencies/firms.**

5. **PART-III**

TENDER No. DMRC/CPM/Mumbai/2016/01

Financial Package (Envelope-II)

The **Financial offer/rates** to be quoted in **Annexure-II** will be submitted in other envelope marked "Financial Package" Envelope No.TPT-II/2016.

1. It is essential for every bidder to quote for all the categories i.e. Monthly Basis specified at B(i) and daily basis specified at B(ii). Evaluation of financial bid will be made on the basis of rates quotes in B(i) and B(ii). DMRC will engage only those bidders, who will provide the cars owned by them.
2. Subletting/subcontracting will be permissible subject to the prior written approval of DMRC.

Note:

1. **Financial package should be submitted in a separate sealed envelope and no documents/enclosure is to be submitted/enclosed with the financial package.**
2. **All pages should be signed by the agency/firm through authorized representative with stamp of agency/firm**

ANNEXURE-II

B(i) Performa for quoting of rates for cars on monthly basis: -

Amount in
Rs.

Sr No.	Description	10 hrs duty per day for 25 days in a Month					24hrs duty for entire month	12 hrs duty (night) for entire month	12 hrs duty (night) for entire month	24hrs duty for entire month	
		Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagon R	(Sedan Cars) Maruti SX4, Hyundai i Verna, Honda City, Toyota Corolla	(Sedan Cars) Swift Dzire, Xcent, Toyota Etios, Honda Amaze	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift	Indica, Toyota Liva, Hyundai i-10, Ritz, Swift	Innova / Scorpio/Xylo	
		Category I	Category II	Category III	Category IV	Category V	Category VI	Category VII	Category VIII	Category IX	
		2000 km	2000 km	3000 km	2000 km	2000 km	3000 km	2000 km	3000 km	3000 km	
		Non-AC	AC	Non-AC	AC	AC	Non-AC	Non-AC	Non-AC	AC	Non-AC
1	Charges per month										
2	Extra charges per km (over and above limit specified for each category)										
3	Extra hours (per hour) over and above 10 hours duty per day for all categories.										
4	Any other charges (with details)										

B (ii) Performa for quoting of rates for cars on daily basis: -

S.No	Description	(Hatchback Cars) Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Wagnor		(Sedan Cars) Swift Dzire, Xcent, Toyota Etios, Honda Amaze		SUV Cars only Innova / Scorpio/Xylo	
		AC	Non-AC	AC	Non-AC	AC	Non-AC
1.	Charges for 40 Kms for 5 hrs.						
2	Charges for 80 Kms for 10 hrs.						
3	Extra charges per km (over specified limit 40/80Km)						
4.	Extra charges per hour (beyond specified hrs. 5/10 hrs.)						
5.	Outstation tours per km.						
6	Per night charges						
7.	Any other charges (with details)						

ANNEUXRE-II

2. The above charges are inclusive of fuel/lubrication/repair and maintenance of vehicle, wages of drivers, uniform, State Transport Taxes/permit fees, insurance of vehicle etc. However, parking charges and toll tax, if any, paid by the agency will be reimbursed on the production of valid receipts along with monthly bills. Further, service tax will be paid extra.
3. There shall be no minimum mileage per day. Extra hour shall be over and above 10 hours per day.
4. In the case of vehicles required on monthly basis, the above are the minimum guaranteed amount and extra day, if any, over and above the 25 days will be paid on pro-rata basis on monthly rates.
5. If vehicle is required to report in suburbs like Navi Mumbai, Thane or Vashi an empty running allowance of only 25 km per day over and above the minimum guarantee km per month will be admissible for actual no. of days.
6. The estimated value of work considering contract period of 36 months is 3.00 crores and may vary depending upon the number and type of vehicles used as per the requirement of company.

- C We have fully understood the Scope of Work, our duties and responsibilities for the contract including the following terms and conditions pertaining to payment of vehicle hiring charges: -
- (i) We shall be bound to supply cars (as defined in Tender document Clause 3.1 of general Terms & Conditions)
 - (ii) The penalties mentioned in Para 5.15 are acceptable to us for negligence in duties/service/type of vehicle and the decision of the DMRC will be final and binding on us.
 - (iii) An Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lacs only) is enclosed vide Demand Draft No. _____ dt. _____ drawn on _____ and payable at New Delhi.
 - (iv) The successful bidder will submit a performance guarantee of Rs.10,00,000/-. The EMD of Rs.2,00,000/- of the successful bidder may be converted as a part of performance security and balance performance guarantee of Rs.8,00,000/- will be paid/submitted within 15 days of the issue of Letter of Acceptance. In case successful bidder wants EMD return, then he has to submit performance security of Rs.10,00,000/- within 15 days of issue of Letter of Acceptance.
 - (v) The validity of tender will be 3 months from the date of submission of the tender and shall be extendable further for a period of 30 days as per specific request of the Company.

Signature of Authorized officer
With Company/ Firm seal

Date: _____

3.30 SIGNING OF AGREEMENT

3.30.1 The successful tender shall submit the following documents within 30 days from the date of issue of the Letter of Acceptance (LOA) or as mentioned in the LOA:

- a. Written Power of Attorney for signing of Agreement, in case of any change than submitted along with tender submittals.

3.30.2 On receipt of above documents, the Employer/Officer-in-Charge shall prepare the Agreement in the Performa included in this Documents (**Annexure-3**), duly incorporating all the terms of agreement between the two parties. However, the successful tenderer shall arrange the necessary Non-judicial stamp papers of requisite value and attend the DMRC office to execute the agreement within two weeks of the date of receipt of the “Letter of Acceptance” duly acknowledged and signed by the successful tenderer. Upon executing the agreement the original agreement will be retained by the employer and one copy of the Agreement duly signed by the Employer and the Contractor through their authorised signatories, will be supplied by the Employer to the Contractor.

PERFORMA OF CONTRACT AGREEMENT

This Agreement is made at Mumbai on the day of(month), 2009 Between Delhi Metro Rail Corporation Limited, 3rd Floor, Metro Bhawan, Fire Brigade Lane, Barakambha Road, New Delhi- 110 001 hereinafter called “the employer” of the one part and (Name & Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that certain services should be provided and the works should be executed, viz. **’ Supply of manpower for Delhi Metro Rail Corporation at Mumbai** hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works.

This agreement is signed between (for and on behalf of the Employer) and (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the tender document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by(for and on behalf of the Employer) and (for and on behalf of the Contractor)
 - a. Contractors offer through your letter No.containing tender documents comprising of Notice Inviting Tender, Instructions to Tenderers, Scope of work, General Conditions of Contract and other relevant submissions except those submitted in support of eligibility.
 - b. Employer’s Letter of Acceptance issued vide No.
 - c. Any other item as applicable.

The modifications to the tender documents communicated through the Addenda (.....Numbers) issued to the tenderers at the time of tender have been incorporated in the consolidated contract documents. Hence, the Addenda (..... Numbers) are not included in the contract documents.

Copies of the Addenda are available with the Employer, Contractor and Employer's Representative. As and when required, they could be referred to and in case of any discrepancy between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works by **..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **Rs

..... being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor
the Employer

For and on behalf of

**Signature of the authorized person
authorized official**

Name of the official
Stamp/Seal of the Contractor
Employer

Signature of the

Name of the official
Stamp/Seal of the

SEALED, SIGNED & DELIVERED

By the said.....(Name) on
.....(Name) on

behalf of the Contractor in the presence of:
the presence of:

Witness

Name:
.....

Address:
.....

By the said

behalf of Employer in

Witness

Name:

Address:

Note:

* To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

*** To be deleted if not applicable.