



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LTD.

**Directorate of Operations & Systems
2nd Floor, RSIC Wing, Udyog Bhavan, Tilak Marg
C-Scheme, Jaipur-302005**

MONEY AND PASSENGER ACCIDENT & PUBLIC LIABILITY INSURANCE

(PHASE-1A: MANSAROVAR TO CHANDPOLE)

BID DOCUMENT

**(CONTAINING NOTICE INVITING BID (NIB) AND INSTRUCTION TO
TENDER (ITT))**

JAIPUR METRO RAIL CORPORATION LTD.

Application Form/Document for Money and Passenger Accident & Public Liability
insurance Phase-1A

(Mansarovar to Chandpole ó 9 Metro Stations)

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NOTICE INVITING BID (NIB)

NIB No. JMRC/O&S/Operations/ Bids/2014-15/___

Date:

1.1 GENERAL

1.1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) invites sealed bids by open competitive bidding process for Money, Passenger Accident & Public Liability Insurance of Phase-1A (Mansarovar to Chandpole Metro Stations).

1.1.2 The key details of the NIB are as follows:

a.	Name of Bid	:	Money, Passenger Accident & Public Liability Insurance of Jaipur Metro Rail Corporation Ltd. Phase-1A (Mansarovar to Chandpole)
b.	Approximate Cost of work	:	Rs. 190000/- (for Two years)
c.	Bid Security/Earnest money Deposit (EMD)	:	Rs. 3800/- (by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corporation Ltd).
d.	Cost of Bid form (Non-refundable)	:	Rs. 1000/- (Rs. One Thousand Only), (Non-refundable) by Demand Draft/Bankers Cheque payable in favour of Jaipur Metro Rail Corp. Ltd.
e.	Bid Document availability period	:	From Date-----time -----to Date-----time-----
f.	Pre Bid Meeting		Dateí í í í í Timeí í .
g.	Authority and place for Pre-bid Meeting, seeking clarifications etc.	:	General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur Tel. +91(141) 5192408 & 5192418
h.	Bid Document submission period	:	From date-----time -----to Date-----time 15:00 hrs.
i.	Venue of submission of Bid		O/o General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
j.	Date & Time of opening of Bid	:	Dateí í í .Time 15:30 Hrs.

k.	Venue of opening of Bid	:	O/o General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
l.	Validity of Bid	:	150 days from the last date of submission of bid.
m.	Stipulated date of Commencement of work	:	Within three days from the date of issue of Letter of Acceptance.
n.	Period of Completion of work	:	2 Years from the date of commencement.

1.1.3 The Bid document consists of

- Notice Inviting Bid (NIB)
- Instructions to Bidders/Bidders (ITT)
- Bill Of Quantities (BOQ)

Note: -

(A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. All the information, intimation and updates regarding this tender shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

(B) If the date of opening is declared holiday, then Bids will be opened on next working day.

1.2 Availability and Issue of Bid Documents

The Bid documents consisting of Specifications, Schedule of quantities of work to be done and set of terms and conditions of contract to be complied with by the contractor, whose Bid may be accepted and all other information/documents pertaining to the work will be open for inspection for Bidders and can be had from the Office of GM (Operations), JMRC, 2nd floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur between 11:00 Hrs to 16:00 Hrs on every working day except on Saturday, Sunday and Public Holidays during the period as mentioned in NIB.

To purchase the Bid document, bidder needs to apply on its letter head to GM (Operations), JMRC, Jaipur along with the Cost of Bid form as mentioned at 1.1.2.d of the NIB.

The complete bid document can also be downloaded from corporation's website www.jaipurmetrorail.in or state procurement portal i.e., www.sppp.raj.nic.in. The bidder can use this downloaded Bid Document for submission. However while submitting of the downloaded bid; bidder shall have to submit the cost of bid form (as per the 1.1.2.d of the NIB) by DD/BC in favour of JMRC payable at Jaipur.

2. Eligibility Conditions

Eligibility criteria	Document required to substantiate the same (All documents should be attested and self attested both)
The Eligibility Criteria for the bidders is that the bidder should be	a. Registration certification of the Company/Certificate of incorporation etc.
❖ A Non Life Insurance Govt./PSU/Private Company	b. Articles of Association & Memorandum of Association (If applicable)
	c. Copy of license issued by the IRDA to carry out

<p>authorized/approved by the Insurance Regulatory and Development Authority (IRDA) to work in India and Annual Gross Direct Premium underwritten in the Financial Year 2012-13 not less than Rs 5000 crore.</p>	<p>Non Life Insurance Business.</p> <p>d. Audited statement from Insurance Company certifying Gross Direct Premium underwritten in the Financial Year 2012-13 not less than Rs 5000 crore and (Summary of the same to be produced as per Annexure 6VII).</p> <p>e. An undertaking certifying availability of Branch(es) of the Insurance Company at Jaipur.</p>
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3. OVERVIEW OF JAIPUR METRO RAIL CORPORATION LTD.

The Project is presently planned along one corridor - the East West Corridor from Mansarovar to Chandpole, with a total length of 9.7 kms is being executed as Phase-IA of the Project. The Government of Rajasthan has set up the "**Jaipur Metro Rail Corporation Ltd.**" as a wholly owned company of the State Government for implementation of Jaipur Metro Rail Project.

About Jaipur Metro

To ensure reliability and safety in train operations, it is equipped with the most modern communication & train control system. It has state-of art air-conditioned coaches. Ticketing & passenger control is controlled through Automatic Fare Collection system. All the stations are equipped with elaborate fire detection, suppression & extinguishing system. Further underground stations are equipped with elaborate Tunnel Ventilation System. Jaipur Police have also been engaged for maintaining law & order in the metro network. Private Watch & Ward personnel are also being engaged at many stations for safety of JMRC assets / property. For the convenience of commuters, adequate number of escalators and lifts are installed at metro stations. Most of the Stations are equipped with CCTV. The entry to paid area is controlled by flap doors operated by Contactless Smart Cards and Contactless Smart Tokens.

General Manager (Operations)

INSTRUCTIONS TO TENDERER / BIDDER (ITT)

General Guidelines:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document, Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document may not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders should provide all the required information and attach supporting documents as earmarked / mentioned signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- D. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- E. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- F. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities.
- G. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- H. Bids will not be considered if Bidders make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available).

- I. Bidders may remain in touch with the JMRC's website www.jaipurmetrorail.in or state procurement portal www.sppp.raj.nic.in for any kind of latest Information, Addendum, Clarification, etc.
- J. The words 'bid' and 'tender' have been referred interchangeably in this bid document.

1.0 Bid Document

- 1.1 The Bid Document is meant to select contractor for providing money and passenger accident & public liability insurance. Necessary details of required services are there in the Scope of Work at 2.0 below.
- 1.2 The Bid Document duly encompasses the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s). Same has been delineated by various parts of the Bid Document as mentioned in clause 1.2 of the NIB.

2.0 Scope of Work

- 2.1 Contractor shall be required to execute Money, Passenger Accident and Public Liability Insurance. The services shall be required for the East West section of Jaipur Metro i.e from Mansarovar Station to Chandpole Station including of 8 Elevated Stations and 01 underground Station. Brief of the required services and, functional requirement are detailed as under

2.1.1

I MONEY INSURANCE FOR INDIVIDUAL STATIONS OF JAIPUR METRO

Loss of Money from Safe / Cash Counters at various stations (as mentioned in Annexure. III) of JMRC due to any type of accident, misfortune, burglary, house breaking, RSMD & Terrorism.

II PASSENGERS ACCIDENT INSURANCE

Death or injury to the passengers while traveling or at a station due to any accident of any type including collision / derailment / accidents of coaches, electrical failure, break down of any equipment, Terrorist Act, carelessness, negligence of passenger or a staff of JMRC, failure of equipment, electricity shock, fire, terrorism, any other untoward incidences and / or compensation awarded by any Indian Court / Tribunal.

The sum insured per passenger is **Rs.4 lakhs**. The daily Ridership is expected to be **1.25 lakhs** (on an average). However, this Ridership figure indicates expected average number of passenger travel by Jaipur Metro per day and not the actual number of persons traveling in a Jaipur Metro section at any point of time. This Ridership is spread over 18 hours of revenue operation per day. At any given time maximum number of passengers, either traveling in the train or waiting at the stations, will be 11,000 (all trains and stations taken together). Maximum number of passengers present at any one station, at any given time, will be 1000. Maximum number of passengers traveling in a train at any time is 1,000.

Cover desired is comprehensive (Death + PTD + PPD + TD) as per Annexure. V with actual medical expenses.

The following limits are stipulated for passenger insurance liabilities: -

- a. AOA (Any One Accident) . the limit shall be Rs.6.5 Crores.
b. AOY (Any One Year) . the limit shall be Rs.25 Crores.

III

PUBLIC LIABILITY INSURANCE

Legal liability / Financial Liability to third party on account of accidental bodily injury / death / loss / damage to their property arising out of claim at any station i.e. in the East West corridor of JMRC due to any type of accidents, incidents, terrorism, carelessness, negligence of public or a staff of JMRC, Failure of Equipment, Electrical Shock, Fire, Any other untoward incident and / or compensation awarded by any Indian Court / Tribunal / Statutory Body.

AOA (Any One Accident) . the limit shall be Rs.4 lakhs.
AOY (Any One Year) . the limit shall be Rs.25 lakhs.

The public expected in all stations would be 1,100. The public is generally expected to be present in spread over time of 18 hours. Maximum public present at any one station at any given time would be 125.

NOTE:-

1. **Passenger** means the person present in the Metro Stations either in trains or in station building or is a bona-fide passenger present in the station.
2. **Public** means the person present in the premises of metro stations other than the bona-fide passengers.

2.1.2 The period of contract shall be for a period of 2 (Two) years from the date of commencement.

2.1.3 The above services may be required at the following sections (as a whole or in part) of Jaipur Metro: -
East-West Corridor (Mansarovar to Chandpole Stations of Rail Elevated & Underground Corridor Section)
Besides above, the services may be required at any other sections operated by JMRC.

2.1.4 The quantity of items shown in the Scope of Work/Commercial Bid are approximate and liable to vary during the actual execution of the work. The contractor shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the same rate as specified in the Scope of Work / Commercial Bid.

3.0 Who can Apply

Those insurance companies who qualify the eligibility conditions as mentioned in the notice inviting Bid (NIB) can apply for the Bid.

4.0 Bid Requirements

4.1 In this bid process, the bid document requirement has been detailed below. Bidder should mark "Bid Envelope", on the envelope containing following ó

4.1.1 The bidder shall enclose signed and stamped copy of the Bid Document **including BOQ.** Besides this, all other associated / required documents shall be submitted duly numbered and signed and stamped by the bidders. All applicable Annexures / Proformas shall be duly filled by the contractor.

The Financial Instruments (i.e. BG/ FDR/ BC) of Cost of Bid Form, Bid Security Amount shall be submitted by the bidder along with the bid document.

4.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.

4.1.3 The bidder shall be required to enclose signed/stamped copy of valid Registrations/statement as per following :-

- Registration certification of the firm/certificate of incorporation etc.
- Articles of Association & Memorandum of Association(If applicable)
- Copy of Insurance License issued by IRDA
- Audited statement from Insurance Company certifying Gross Direct Premium underwritten in the Financial Year 2013-14 not less than Rs 5000 crore and (Summary of the same to be produced as per Annexure 6VII)
- An undertaking certifying availability of Branch (es) of the Insurance Company at Jaipur.

5.0 Bid Clarification Process: Query from Bidders

5.1 If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Bid Document, he may seek clarifications in the form of query, in writing, from the Office of General Manager/Operations, as per schedule given in the Notice Inviting Bid. Authorized Reply to Query as mentioned at 5.2, if any given by JMRC, shall form part of the Bid Document.

5.2 Except for written clarifications (Reply to Query(s) or otherwise) from the office of General Manager /Operations, which is expressly stated to be an addendum to the bid document issued by JMRC, no written or verbal communication/ presentation/explanation by any other employee of JMRC shall be taken to bind or fetter JMRC under the bid/contract.

6.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and JMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.0 Site Visit

Any site information/schedule of works given in this bid document is for guidance only. The bidder is advised to visit and examine the work site and its surroundings at his cost and obtain for himself on his own responsibility, all information that may be necessary for the preparation of the bid and entering into the Contract.

8.0 Bid Validity

The bid shall remain valid and open for acceptance for 150 days from the date of submission of the bids. In exceptional circumstances, prior to the expiry of the bid validity period, JMRC may request the bidders for a specified extension in the period of bid validity. The request and the response thereto shall be made in writing or by tele-fax. Bidders may refuse the request without forfeiting their bid security. Bidders agreeing to the request for extension of bid validity period shall not be permitted to modify their bid but will be required to extend the validity of the period of the bid security correspondingly.

9.0 Bid Security

9.1 The bidder shall furnish bid security of the amount in the manner as mentioned at 1.1.2(c) in the Notice Inviting Bid.

9.2 Bids not accompanied by an acceptable bid security shall be summarily rejected as being non responsive.

9.3 The bid security of unsuccessful bidders may be discharged/returned by JMRC as promptly as possible as but not later than 30 days after the expiry of the period of bid validity.

9.4 The bid security may be forfeited: -

- 1) If bidder withdraws its bid during the period of bid validity.
 - 2) If bidder does not accept corrections in Rates quoted in the Commercial Bid.
 - 3) In case of a successful bidder fails to: -
 - i) Furnish the necessary Performance Guarantee within the prescribed time limit.
 - ii) Commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance.
 - iii) Enter into the Contract Agreement within the time limit.
- 9.5 No interest shall be payable by JMRC on the bid security.

10.0 Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be in English language. The documents submitted by the bidder will not be returned by JMRC to the Bidder.

11.0 Bid Prices

- 11.1 The Contract shall be for the whole work. The bidder shall fill the requisite charges etc. in the Bill of Quantity (BOQ). The bidder is required to quote his rates taking into account all the Terms & Conditions of the Bid.
- 11.2 The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory payments to be made by the bidder, overheads and all other costs incidental to the work required to be carried out by the successful bidders as per the term and conditions of this Bid Document. Quoted price will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract, complete as required.

12.0 SEALING, MARKING AND SUBMISSION OF BIDS

- 12.1 The Bids shall be submitted as per Single Bid Single Envelope system as described below **in person** at the O/o GM(O), JMRC, Jaipur. **Completed Bid Package sent by the post/ courier for submission shall not be entertained by the JMRC and JMRC shall not be responsible for loss of such bids.**
- 12.2 The Bids shall be submitted in One Envelope duly super scribed from the bidders the Name of Work and "Bid Package" along with name, address and contact particulars of the Bidders.
- 12.3 **The Bid Package Envelope shall contain the following:**
- 12.3.1 If bidder is using the downloaded Bid Document for submission of the Bid, Cost of Bid form as per clause 1.1.2.d of the NIB is to be placed in the Bid Package Envelope.
- 12.3.2 Bid Security in the form as described at 1.1.2(c) in the NIB.
- 12.3.3 An undertaking that there are No Technical or Commercial deviations or additional Conditions incorporated in the Bid document.
- 12.3.4 Bid documents as listed below:
- i. Notice Inviting Bid (NIB)
 - ii. Instructions to Bidders/ Tenderers. (ITT)
 - iii. Bill Of Quantities (BOQ)
- (Note: - These documents are to be stamped and signed on each page in token of acceptance.)**

- 12.3.5 All documents establishing the eligibility of the Bidder as per NIB Condition.
- 12.3.6
- Draft Policy wording specifying scope of coverage, add-on covers, exclusions, deductibles and other terms & conditions proposed by the Insurer shall be narrated.
 - Copies of audited balance sheet for the last three years.
 - Information pertaining to gross premium collected, claim paid, net profit and solvency ratio for the last three years. These figures shall be given in tabulated form as per Annexure. VII.
 - Insurer to submit an undertaking as per Annexure. VIII on company's letter head.
 - The details as required in Annexure. VI shall also be compulsorily tabulated
- 12.4 The Bid should be properly bound and sealed. In case of loose/spiral bound submission of Bid, the Bid may be liable for rejection.
- 12.5 If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued/uploaded Bid documents, then such altered bid document shall be treated as non responsive and shall be summarily rejected and the Bid Security deposited by bidder shall be forfeited in addition to any other action as per prevalent rules.

BID OPENING AND EVALUATION

13.0 BID OPENING

- 13.1 The duly authorized committee of JMRC will open the Bid Package Envelope on the scheduled Date, Time and Venue.

Bidder(s)/Tender(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder / Tenderer wishes.

14.0 PROCESS TO BE CONFIDENTIAL

- 14.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 14.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the bidders Bid.

15.0 CLARIFICATION OF TENDERS/BIDS

- 15.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their bids, including break-up cost of prices. The request for clarification and the response shall be in writing or by E-mail but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of bids in accordance with Clause 18 herein.

16.0 DETERMINATION OF RESPONSIVENESS

- 16.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.
- 16.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality,

- performance or administration of the works to be undertaken by the bidder under the contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price.
- 16.3 If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.
- 16.4 The decision of the Engineer/Employer as to which of the bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.
- 17.0 **EVALUATION OF BID**
- 17.1 The Employer will, keeping in view the contents of Clause 4.1.1 to 4.3 of ITT, carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work. Where a bidder's technical submittal has a major inadequacy, his bid will be considered to be non-compliant and will be rejected.
- 17.2 **Only those bids who conform to the eligibility conditions and technically acceptable will be eligible for consideration of their financial proposals/BOQ.** Technically unacceptable/ineligible bids will not be eligible for consideration of their financial bids. The financial proposal shall be evaluated to determine the most economic bidder. Technically unacceptable bids shall not be considered for financial evaluation.
- 17.3 The evaluation of Financial proposals by the Employer / Engineer will take into account, in addition to the bid amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 18.1 of the ITT.
 - b) Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 17.4
- a) Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.
 - b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.
- 17.5 Evaluation of financial proposal will be based on pricing schedule/quantities in bill of quantity (BOQ) and rates quoted. Any alternation in BOQ will not be given any cognizance.
- 17.6 The duly authorized Engineer / Committee reserves the right to ask for submission of the basis/reasonability of rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to forfeit the said Bid Security absolutely and reject the bid of such bidder.
- 18.0 **CORRECTION OF ERRORS**
- 18.1 Errors will be corrected by the Employer / Engineer as follows:
- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
 - c. If the rates are being asked to be quoted in percentage above/below vis-à-vis to the Estimated Cost and there arises a discrepancy in deciding the "above" and "below" words then the above/below mentioned in the WORDS will prevail. If contractor fails to mention above/below in words and figures both then the same shall be decided by the Quoted Amount mentioned (if any) by the contractor.
- 18.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected and the bid security forfeited.
- 19.0 Other Bid Guidelines/ Evaluation of Bids**
- 19.1 JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability.
- 19.2 All bids, documents and other information submitted by the bidders to JMRC shall become the property of JMRC. Bidders shall treat all information furnished as strictly confidential. JMRC will not return any submission.
- 19.3 The bid is not transferable under any circumstances.
- 19.4 Bid in any form other than the prescribed format issued by JMRC will not be entertained and will be summarily rejected.
- 19.5 Bids with revised / modified rates / offer after submission / opening of the bid will be summarily rejected. In such a case JMRC may forfeit the Bid Security Deposit submitted with the bid.
- 19.6 JMRC reserves the right to accept or reject any or all bids or any part of the bid without assigning any reason thereof, and the decision of JMRC in this respect shall be final. JMRC reserves the right to award the tender to a bidder other than the most economic bidder.
- 19.7 JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
- 20.0 Award of Contract**
- 20.1 JMRC will award the contract to the Lowest Bidder(L1), whose bid has been determined to be substantially responsive, technically & Commercially suitable, complete & in accordance with the bid document.
- 20.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be **lower** than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the most least shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- 20.3 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his bid has been accepted.
- 20.4 The Letter of Acceptance (LOA) would be sent in duplicate to the successful bidder, who will return one copy to JMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA.LOA shall be treated as unconditional binding

document on the part of insurer till a formal insurance policy is received by the JMRC. Cheque of insurance premium shall be issued to the successful bidder along with the LOA.

- 20.5 No correspondence will be entertained by JMRC from the unsuccessful bidders.
- 20.6 Upon Letter of Acceptance being signed and returned by the successful bidder, JMRC will promptly notify the unsuccessful bidders and discharge / return their bid security.
- 20.7 The Insurance Contract shall be governed by the Tariff/Rules/Guidelines & Insurance Policies as filed with IRDA by the Insurer, which the Insurer shall confirm at the time of submission of the Bid.

21.0 Signing of Contract Agreement

- 21.1 Within 7 days of issuance of the LOA by JMRC, successful bidder shall submit the executed insurance policy as per the draft accepted during bidding process. Insurance policy shall be issued on the Non Judicial stamp paper of the prescribed value. Successful bidder shall arrange and bear the cost of such Non Judicial stamp paper.
- 21.2 The LOA, executed insurance policy document, signed bid document along with its Addendums and any other document so prescribed by the JMRC shall form part of the contract agreement.
- 21.3 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
 - a. Power of Attorney in favour of Authorized Signatory(s)
- 21.4 The Contract Agreement shall require to be executed within 15 days from the date of issue of the Letter of Acceptance.

22.0 Cancellation of Letter of Acceptance (LOA)

After issuance of the Letter of Acceptance, in case, the successful bidder fails to submit the executed Insurance Policy, for whatsoever reasons, as per terms & conditions of Bid then the LOA shall be cancelled and the bid security forfeited in favour of JMRC.

23.0 Corrupt & Fraudulent Practices

JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Bidding and execution of this Contract. In pursuance with this policy, JMRC: -

- a. Defines, for the purpose of these provisions, the terms set forth below as follows: -
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
 - (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.
 - (iii) Breach of any of the contract condition during execution.
- b. Will reject the bid or rescind the contract if JMRC determines that the Bidder/Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, for participation in the bidding process, if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. The successful Bidder/Contractor shall apprise JMRC through CVO or equivalent officer or authorized officer of JMRC of any fraud/suspected fraud as soon as it comes to their notice.

COMMERCIAL BID

(Comprises of Annexure–I, II, III, IV, V, VI & VII)



Bill of Quantity

Annexure-I

MONEY INSURANCE FOR INDIVIDUAL STATIONS OF JAIPUR METRO

S. N	Items	Perils	Base Rate	Discounts (if any)	Net Rate	Sum Insured (in lacs)	Premium	Service Tax	Total Amount
1	Money in Safe / Cash Counters as per item. 1 of Annexure. III	Loss of money due to any accident / misfortune, burglary, house breaking, RSMD & Terrorism							

Amount in words _____

Authorized Signatory
Name _____
Designation _____
Seal/Stamp _____

Annexure-II

PASSENGER ACCIDENT & PUBLIC LIABILITY INSURANCE

S/N	Items	Perils	Base Rate	Discounts (if any)	Net Rate	Sum Insured (in lakhs)	Premium	Service Tax	Total Amount
1	All passengers travelling or present at stations as per Item. 2A of Annexure. IV	Passenger Accident cover (Death, PTD, PPD, TD & Medical Expenses) and / or compensation awarded by any Indian Court / Tribunal							
2	All public present in the station premises other than paid area & trains (including unpaid area, circulating area, parking or any other area under JMRC's jurisdiction) as per item. 2B of Annexure. IV	Legal liability/ Financial liability to third party on account of accidental bodily injury/death/ disease or loss/damage to their property and / or compensation awarded by any Indian Court / Tribunal							

Amount in Words _____.

Authorized Signatory
Name _____
Designation _____

ITEM-1

DETAILS OF MONEY TO BE INSURED UNDER MONEY INSURANCE

Annexure-III

ITEM-1: MONEY INSURANCE FOR INDIVIDUAL STATIONS OF JAIPUR METRO

LINE	Station	Average Earning per Day	Earning, on hand, at stations for 2 Days (for Insurance)
East West Corridor	Mansarover	Rs.12,60,000/-	Rs.25,20,000/-
	New Atish Market		
	Vivek Vihar		
	Shyam Nagar		
	Ram Nagar		
	Civil Lines		
	Railway Station		
	Sindhi Camp		
	Chand Pole		

ITEM-2A

PASSANGER ACCIDENT INSURANCE

ITEM-2B

PUBLIC LIABILITY

*Annexure-IV***ITEM-2A: AVERAGE DAILY RIDERSHIP**

Section	Average Ridership
Mansarovar to Chandpole	1.25 Lakhs

ITEM-2B: PUBLIC LIABILITY INSURANCE

Public, present in the station premises, other than those present in the Paid Area & Trains, but including unpaid area, circulating area, parking or any other area under JMRC's jurisdiction would be **1,100** (approx.) at any point of time. Maximum public present at any one station at any given time would be 125.

**SCHEDULE OF COMPENSATION PAYABLE FOR DEATH & INJURIES
UNDER PASSENGER PERSONAL ACCIDENT INSURANCE**

S/N	PART I	Amount of Compensation (in Rs.)
1	For Death	4,00,000

PART II		
1	For Loss of Both hands or amputation at higher sites	4,00,000
2	For Loss of hand and a foot	4,00,000
3	For double amputation through leg or thigh or amputation through leg or thigh on one side and loss of other foot	4,00,000
4	For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential	4,00,000
5	For very severe facial disfigurement	4,00,000
6	For absolute deafness	4,00,000

PART III		
1	For amputation through shoulder joint	3,60,000
2	For amputation below shoulder with stump less than 8" from tip of Acromion	3,20,000
3	For amputation from 8" tip of Acromion to less than 4 1/2" below tip of olecranon	2,80,000
4	For loss of hand or the thumb and four fingers of one hand or amputation from 4 1/2" below tip of olecranon	2,40,000
5	For loss of thumb	1,20,000
6	For loss of thumb and its metacarpal bone	1,60,000
7	For loss of four fingers of one hand	2,00,000
8	For loss of three fingers of one hand	1,20,000
9	For loss of two fingers of one hand	80,000
10	For loss of terminal phalanx of thumb	80,000
11	For amputation of both feet resulting in end bearing stumps	3,60,000
12	For amputation through both feet proximal to the metatarsophalangeal joint	3,20,000
13	For loss of all toes of both feet though the metatarsophalangeal joint	1,60,000
14	For loss of all toes of both feet proximal to the proximal interphalangeal joint	1,20,000
15	For loss of all toes of both feet distal to the proximal interphalangeal joint	80,000
16	For amputation of hip	3,60,000
17	For amputation below hip with stump not exceeding 5" in length measures from hip of great trochanter but not beyond middle thigh	3,20,000
18	For amputation below hip with stump exceeding 5" in length measures from tip of great trochanter but not beyond middle thigh	2,80,000

19	For amputation below middle thigh to 3 1/2" below knee	2,40,000
20	For amputation below knee with stump exceeding 3 1/2" but not exceeding 5"	2,00,000
21	Fracture of spine with paraplegia	2,00,000
22	For amputation below knee with stump exceeding 5"	1,60,000
23	For loss of one eye without complication the other being normal	1,60,000
24	For amputation of one foot resulting in end bearing	1,20,000
25	For amputation through one foot proximal to the metatarsophalangeal joint	1,20,000
26	Fracture of spine without paraplegia	1,20,000
27	For loss of vision of one eye without complications of disfigurement of eye ball, the other being normal	1,20,000
28	For loss of all toes of one foot through the metatarsophalangeal joint	80,000
29	Fracture of hip joint	80,000
30	Fracture of major bone Femur Tibia both limbs	80,000
31	Fracture of major bone Humerus Radium both limbs	60,000
32	Fracture of Pelvis not involving joint	40,000
33	Fracture of major bone Femur Tibia one limb	40,000
34	Fracture of major bone Humerus Radium Ulna one limb	32,000

Annexure-VI

Description	Year *	Value in Crores (Rs.)	Remarks, if any
Gross Premium	2010-11		
	2011-12		
	2012-13		
Insurance Claim	2010-11		
	2011-12		
	2012-13		
Net Profit (PAT)	2010-11		
	2011-12		
	2012-13		
Solvency Ratio	2010-11		
	2011-12		
	2012-13		

(On Company's Letter Head)

To
The GM(Operations)
Jaipur Metro Rail Corporation Ltd.
Khanij Bhavan, Behind Udyog Bhavan, C-Scheme,
Jaipur-302005

UNDERTAKING

Dear Sir,

1. We hereby agree to provide the Insurance Policies as outlined in your bidding documents.
2. We have understood and have thoroughly examined the detailed Scope of Insurance Coverage along with Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.
3. We hereby confirm our unconditional, complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement. Reductions in Tariff (if any) at a later date will however be passed on to JMRC.
4. We further confirm premium rates charged in all policies at the inception of policy will remain unchanged during the policy period. The same rate will be charged in respect of any additions in the sum insured if made during the policy period.
5. We further confirm that in case if any violation / breach in respect of premium rates charged by us and result into any Financial Liability or consequences to JMRC, then JMRC in any manner, will not be held responsible and we will not demand any additional payment from JMRC on this account.
6. Copies of confirmations / undertakings / submissions as per the terms & conditions of the Bid document are enclosed here with.

Stamp and Signature of the Bidder

Date:

Place: