

Price Rs. 500/-

Tender No: JMRC/O&S/TI/2014-15/NIB/04

Volume : I



Selection of operator who will provide, own, operate and
Maintain Cycles as feeder services
on Chandpole metro station of Phase-1A of JMRC

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems

2nd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg,
C-Scheme, Jaipur – 302005

Website: www.jaipurmetrorail.in

Email: dos.jmrc@gmail.com

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Volume 2

General Conditions of Contract (GCC) of JMRC
Safety, Health and Environment Manual of JMRC

VOLUME - I

NOTICE INVITING TENDER

Dated: 16th December 2014

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed tender for selection of operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC.

KEY DETAILS

a)	Name of Work	Tender for selection of operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC
b)	Approximate Estimated Cost of Work	Rs. 4,00,000/-
c)	Tender Security Amount	Rs. 8,000/- (Approx. 2% of the Estimated Cost)
d)	Cost of Tender Form	Rs. 500/-
e)	Tender Document Availability Period	16 th December 2014 (office working hours) Upto 15.00 hrs 16 th January 2015
f)	Last date for receiving queries/ clarifications	14.30 hrs on 5 th January 2015
g)	Date and Place of Pre Bid Conference	14.30 hrs on 5 th January 2015 Conference Room, Jaipur Metro Rail Corporation Ltd., 3 rd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, Jaipur, Rajasthan Phone: 0141-5192400, 5192402, Fax:5192401
h)	Last Date for submission of Tender	15.00 hrs on 16 th January 2015
i)	Time & Date of Opening of Technical Bid	15.30 hrs on 16 th January 2015
j)	Venue of Opening of Tender	O/o Director (Operation and Systems), JMRC, 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
k)	Venue and Date of Physical Submission of complete Tender with tender cost & Bid Security	Upto 15.00 hrs on 16 th January 2015 O/o Director (Operation and Systems), JMRC, 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
l)	Validity of Tender	120 days from the last date of submission of tender.
m)	Stipulated Date of Commencement of Work	Within ten days from the date of issue of "orders to commence", as per requirement.
n)	Period of Completion	Two years from the stipulated date of commencement
o)	Performance Security	5% of the Estimated Cost
p)	Eligibility Conditions	Work Experience: Providing, owning, operating and maintaining any type of public transport network for any numbers including cycles.
	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 licensee and all other information/documents pertaining to the work will be open for inspection for Bidders and can be had from the Office of Director (Operations and Systems), 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.	

	<p>To purchase the Bid document, bidder needs to apply on its letter head to Director (Operations and Systems), JMRC, Jaipur along with the Cost of Bid form Rs. 500/-.</p> <p>The complete bid document can also be downloaded from 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 the downloaded bid, bidder shall have to submit the cost of bid form by DD/BC in favor of JMRC payable at Jaipur.</p>
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DIRECTOR (OPERATIONS & SYSTEMS)
JAIPUR METRO RAIL CORPORATION LTD,
2nd Floor, RSIC Wing,
Udyog Bhawan, Tilak Marg, Jaipur- 302005
Tel: +91-141-5192400, Fax: +91-141-5192401
Email: dos.jmrc@gmail.com

1 INSTRUCTIONS TO TENDERERS¹

1.1 GENERAL

1.1.1 OBJECTIVE OF THE TENDER²

Jaipur Metro Rail Corporation Ltd., having its Corporate office at Khanij Bhawan, Tilak Marg, Jaipur – 302005 (hereinafter referred to as the ‘Corporation’) is a Special Purpose Vehicle (SPV) set up by the Government of Rajasthan as a wholly owned state enterprise for execution of the Jaipur Metro Rail Project.

The Phase-I A of the Jaipur Metro is from Mansarovar to Chandpole section consisting of 9 metro stations viz Mansarovar, New Aatish Market, Vivek Vihar, Shyam Nagar, Ram Nagar, Civil Lines, Metro Railway Station and Sindhi Camp as elevated stations and shall have an underground station at Chand pole.

Also, JMRC has awarded contract for implementation of Phase-I B from Chandpole to Badi Chaupar, consisting of 2 underground stations at Badi Chaupar and Choti Chaupar.

The maintenance depot of metro trains and other systems of the entire Phase-I (Phase IA and Phase IB) is situated at Mansarovar. Presently approx. 300 employees and 10 metro train sets each of four cars are housed in the depot. Each metro train set is having a capacity to carry 1310 passengers and going to be operated between Mansarovar and Chandpole (Phase-1A), tentative from March, 2015. There is a plan to run daily 195 metro train services normally from 6:00 hrs. to 22:00 hrs. on all 365 days, halting at all 9 metro stations. Therefore, the passenger carrying capacity per day through the metro trains is about 2.5 lacs. Thus, there is a immense scope for carrying to and fro movement of passengers from the adjoining residential and commercial areas, and public transport corridors within the periphery of about 5 kilometres on both sides of Chandpole metro station through the dedicated JMRC approved Cycles network.

As the metro rail movement is faster and comfortable at affordable fare as compare to all mode of road transport, passengers are giving preference to metro rail, if suitable last mile connectivity or feeder services are available to them, so as to reduce overall travel time.

Considering the last mile connectivity from metro stations and expected originating and terminating passengers from the stations, there is a plan to provide Cycles, E-Rickshaws, CNG/ Electric/ Diesel operated vehicles of Tata Magic type or equivalent and mini buses to cater the peripheral requirement of metro passengers of about 5 kms, 5 kms, 10 kms and 15 kms respectively, in such a number that a passenger does not have to wait more than 10 minutes after alighting from any metro station to get a feeder service.

¹ The words ‘Tenderer’ or ‘Bidder’ or ‘Oprator’ have been used interchangeably in this document and refers to the definition of “Tenderer or Bidder” as defined at Clause 1.1.2.2 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation.

² ‘Tender’ and ‘Bid’ are used interchangeably in this document and refers to the definition of ‘Tender’ as defined at Clause 1.1.1.17 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation. Likewise, other forms of the word, e.g. ‘Tendering’ and ‘Bidding’ etc., have been used interchangeably.

The approved feeder route within the periphery of these all four feeder services shall be such that overlapping is minimum & connecting nearest public transport corridors, so that a metro passenger may get these services by hardly walking upto 500-700 meters with maximum one interchange from other mode of public transport. However, preference shall be given to eco-friendly feeder vehicles.

Daily ridership matrix Jaipur Metro Phase-1A for year 2014 is as below (as per traffic study):

Station	MSOR	NAMT	VKVR	SMNR	RMNR	CLJP	MRSN	SICP	CDPE	Total
MSOR	0	197	165	106	129	136	746	1782	477	3738
NAMT	291	0	79	50	23	22	59	186	60	770
VKVR	49	72	0	127	49	45	21	268	99	730
SMNR	46	37	45	0	41	34	178	329	145	855
RMNR	103	29	53	86	0	69	52	673	179	1244
CLJP	26	7	13	19	23	0	58	678	161	985
MRSN	249	94	54	197	128	123	0	162	116	1123
SICP	686	99	21	199	119	110	14	0	24	1272
CDPE	115	25	29	60	35	45	28	337	0	674
Total	1565	560	459	844	547	584	1156	4415	1261	11391

Total ridership during peak hours (6 hrs.) (8-11, 17-20 hrs.)	11391 x 6	68346
Total ridership during off peak hours (10 hrs.) (6-8, 11-17, 20-22 hrs.)	50% of peak hr	34173
TOTAL (daily ridership) - 2014		102519

Note:

1. As per traffic study, there is an expected increase of about 7% ridership per year.
2. With the commissioning of Phase-1B from Chandpole to Badi Chaupar in 2018-19, the ridership is expected to increase exponentially two times as compared to 2017-18.

Depending upon the demand, size and congestion on the road and route, number of particular feeder vehicles shall be decided such that travel time to any metro passenger through the feeder services is within 30 minutes. The peripheral movement of metro feeder services shall be both in clockwise and anti clockwise as per requirement.

The tender is proposed for selection of operator to procure, own, maintain and operate 100 Cycles as a feeder vehicle transport network for Chandpole metro station.

Considering an average 2 hrs. use, the 100 Cycles within the revenue hour operation of Jaipur Metro even from 6 to 22 hrs. can carry 800 passengers from Chandpole metro station per day.

Through this Tender, JMRC seeks to shortlist a reputed operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC, to act as feeder vehicles for the Jaipur Metro Rail Network.

1.1.2 INTRODUCTION

Sealed tenders are invited for the Tender No.' JMRC/O&S/TI/2014-15/NIB/04 towards '**Tender for Selection of operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC' as feeder vehicles for Jaipur Metro** by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

VOLUME – 1

- (i) Notice Inviting Tender (NIT)
- (ii) Instructions to Tenderers (ITT)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Technical Bid Formats
- (vi) Financial Bid - Bill of Quantities

VOLUME - 2

- (i) General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation
- (ii) Safety, Health and Environment (SHE) Manual of Jaipur Metro Rail Corporation

Note:- Approved GCC and SHE Manual are uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC and SHE. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC and SHE document and submit it to the JMRC.

Tenders shall be prepared and submitted in accordance with the instructions given herein.

Relevant address for correspondence relating to this tender is given below:

DIRECTOR (OPERATIONS & SYSTEMS)
JAIPUR METRO RAIL CORPORATION LTD,
2nd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, Jaipur- 302005
Tel: +91-141-5192400, Fax: +91-141-5192401
Email: dos.jmrc@gmail.com

Some essential data/requirements pertaining to this Tender along with reference to Clause numbers of this volume where full details have been given are detailed below

- a. "Tender Security" to be furnished by the Tenderer (Clause 1.4.5): Rs. 8,000/- only
- b. The complete bid document can also be seen on Corporation's website www.jaipurmetrorail.in and state procurement portal i.e., www.sppp.raj.nic.in .
- c. Schedule of Selection Process - The Corporation would endeavor to adhere to the following schedule:

S.No.	Event Description	Date & Time
1	Last date for receiving queries/ clarifications	14.30 hrs on 5 th January 15
2	Pre Bid Conference	14.30 hrs on 5 th January 15
3	Corporation response to queries	17.00 hrs on 8 th January 15
4	Last Date for submission of Tender	15.00 hrs on 16 th January 15
5	Opening of Technical Bid	15.30 hrs on 16 th January 15
6	Opening of Financial Bid	To be informed to technically qualified bidders by email and announced on website.

- d. Pre-Bid Conference : The date, time and venue of Pre-Bid Conference shall be :
Date and Time: 14.30 hrs on 5th January 2015
Venue: Jaipur Metro Rail Corporation Ltd.,
Conference Room, 3rd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, Jaipur, Rajasthan
Phone: 0141-5192400, 5192402
Fax: 0141-5192401, email: dos.jmrc@gmail.com
- e. Validity Period for the tender is to be kept (Clause 1.4.4): 120 days from the last date of submission of Tender
- f. Commencement of work: The Engineer shall issue 'orders to commence' as per requirement and the Work shall commence only after, and within 10 days of issuance of this 'order to commence'.
- g. Contract Period: Two years from the day of commencement of work and further extendable upto one year as per Clause 3.9.1 of this document.

1.1.3 QUALIFICATION REQUIREMENTS

ELIGIBILITY CRITERIA: This invitation to tender is open to only those agencies, which fulfill the eligibility criteria as specified as follows:

Work Experience: Providing, owning, operating and maintaining any type of public transport network for any numbers including cycles.

Non submission of information as required in Annexure-H: alongwith technical offer will make offer as non responsive and offer is liable to be rejected.

Each agency shall submit only one tender either himself or as a partner / Lead Constituent in a joint venture/consortium/ association for the work. The tenderer who submits more than one tender for the same work will be disqualified. All tenders submitted shall include all the information as desired herein.

General information of the tenderer shall be furnished in **FORM T-1**. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium or association, of each party thereto constituting tender will also be required to be furnished.

All the group members in a joint venture/ association will be jointly and severally responsible for the performance under the contract.

In the case of tenderer being a joint venture/ association of two or more firms or companies as partners or as members of consortium/ association as the case may be, joint venture/ association data must be furnished in the format prescribed (**FORM T-1**) along with the documents as mentioned therein. The following requirements shall also be complied with.

- a. The tender, and, in the case of a successful tender, the Form of agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
- b. In case of partnership/association, one of the partners shall be nominated as being in charge as lead or prime partner and this authorization shall be evident by submitting a power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium/ association, it will similarly authorize a person to be in-charge and this authorization shall be evident by a power of attorney in favour of that person.
- c. In case of joint venture/consortia/ association, Working capital (net cash flow), net worth, profitability and turnover will be based on the percentage participation of each member/any one member. For the purpose of Experience in similar work, experience of the lead partner and other members of consortia/ association would be considered in totality.
- d. The partner in-charge or the person in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge of joint venture/ association and person in-charge of a consortium/ association.
- e. All partners of the joint venture/ association or constituents of the consortium/ association shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of tender and the form of agreement (in case of a successful tender).
- f. In the event of default by any partner in the case of a joint venture/ association and constituent in the case of a consortium/ association in the execution of his part of the contract, the partner/person in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of that part of the contract.
- g. A copy of the agreement entered into by the joint venture/consortium/ association partners shall be submitted along with the tender.

In case the Tenderer is an Association, consortium or joint venture, the tenderer shall provide the following:

- a) The memorandum of understanding/ joint venture/ association agreement duly notarized indicating.

- b) Nomination of one of the members of the association, consortium or joint venture to be in-charge or lead member. This authorization shall be issued by the legally authorized signatories of all members of the association, consortium or joint venture.
- c) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d) Each member of the association, consortium or joint venture shall be jointly and severally liable for the under taking of this contract.

The tenderers to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the tender to commit the tenderer or each member of the partnership, consortium or joint venture/ association.

Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 1.4.6

Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.

In the details of information submitted by the applicants at the stage of tender if any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Annexure-A.

Each tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.

1.1.4 COST OF TENDERING

The agency shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.1.5 SITE VISIT

Any site information / schedule of works given in this tender document are for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

The agency shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

1.2 TENDER DOCUMENTS

1.2.1 CONTENTS OF TENDER DOCUMENTS

The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

1.2.2 AMENDMENT IN TENDER DOCUMENTS

At any time prior to the deadline for the submission of tenders, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.

The said amendment in the form of an **addendum**. Bidders may remain in touch with JMRC's website <https://www.jaipurmetrorail.in> or state procurement portal <https://www.sppp.raj.nic.in> for any kind of latest Information, Addendum, Clarification, etc.

In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, JMRC may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 1.5.

1.3 PREPARATION OF TENDERS

1.3.1 LANGUAGE OF TENDER

The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English language.

1.4 DOCUMENTS COMPRISING THE TENDER

1.4.1 TENDER PACKAGE

General:

Contractor must be agreed with the conditions as mentioned in Annexure-"A" (Obligation / Compliance to be insured by Contractor). If contractor is not willing to comply for conditions as per annexure-"A", it will be considered as ineligible to participate.

A single-stage two envelope selection procedure shall be adopted. The tender is divided into two parts, viz. Technical Bid and Financial Bid:

1.4.1.1 TECHNICAL BID: This Part should contain the Technical Bid consisting of a hard copy of this Tender Document with each page signed by the Tenderer in acceptance of the terms and conditions therein, along with copy of all the required documents, comprising the following :

- a) Tender cost & bid security

- i. These original Instruments should be submitted with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.
 - ii. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorised signatory of the firm.
 - iii. Tender cost & Bid security in original need to be submitted with the tender as per schedule.
 - iv. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.
- b) Copy of the Bid Document - The bidder shall enclose signed and stamped (lead member in case of Consortium/ association) complete copy of the Bid Document. Tenders, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.
- c) All applicable Annexures/Proformas shall be duly filled by the contractor as below:

INDEX	As per FORMATS
Form of Tender with Appendix	FORM-A
Form of Bank Guarantee for Tender Security	FORM-B
Certificate of conformity/ no deviation	FORM-C
Format of Bank Guarantee for Performance Security	FORM-D
Form of Agreement	FORM-E
Form of Power of Attorney for signing of bid	FORM-F
General Information & Joint Venture/ Association Data	FORM-T-I
Experience Record	FORM-T-II
Resources Proposed for the Work-Personnel	FORM-T-III
Financial Data	FORM-T-IV
Indemnity (By Contractor)	FORM-T-V
Indemnity Bond	FORM-T-VI
Indemnity (By Contractor's Staff individually)	FORM-T-VII
Curriculum Vitae	FORM-T-VIII
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Certificate (on firm's letter head)	Annexure D
Certificate (to be submitted monthly)	Annexure E
Verification statement	Annexure F
Details of Routes	Annexure G
Technical specifications of vehicle	Annexure H
Terms & Conditions for Infrastructure and Land made available	Annexure I
Check list of documents to be submitted with the tender	Annexure J
Financial Bid (Bill of quantities)	Annexure K

d) In case of a joint venture/consortium/association, information as required, in respect of each partner/company including Forms T-I to T-V will be required to be furnished. Additional sheets may be used wherever necessary.

e) Documents as listed below form part of this bid document:

Volume-1

Notice Inviting Tender

1. Instructions to Tenderers
2. Technical Specifications and Scope of Work
3. Special Conditions of Contract
4. Formats forming part of technical bid
5. Formats forming part of financial bid

Volume-2

1. JMRC's General Conditions of Contract
2. JMRC's Safety, Health and Environment (SHE) Manual

f) All such Annexures/ proformas as indicated in clause 1.4.1.2.1 (c) should be duly filled, signed on each page and to be submitted as part of technical & financial bid.

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID (Envelope – II). **Price bid should NOT be indicated at any place in the Technical Bid**, otherwise the Proposal shall be summarily rejected.

1.4.1.2 FINANCIAL BID – BILL OF QUANTITIES

- a) The Financial Bid shall be submitted alongwith the technical bid in a separate envelope-II. The prices shall be submitted in the Financial Bid Format given as **Annexure-K FINANCIAL BID (BILL OF QUANTITIES)** of Tender enclosed. These prices should include all costs associated with the contract.
- b) Documents to be submitted by the tenderer under tender package have been described under the respective Clause 1.4.1. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- c) All documents issued for the purposes of tendering as described in this document and any amendment issued in accordance with Clause 1.2.2 shall be deemed as incorporated in the Tender.

1.4.2 TENDER PRICES

The tenderer is required to quote for all the items as per tender documents.

The rate and prices quoted by the tenderer, will include all tax & other statutory liabilities and the cost of insurance etc. to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labor, and other general variations, in accordance with the procedure specified in Special Conditions of Contract, if any. The price adjustment provision will not be taken into consideration in tender evaluation.

The contractor shall ensure full compliance with tax & transport 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.

The rate quoted shall be reasonable and balanced. If the Employer assesses the rates as unbalanced, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the rates to be unbalanced and/or unreasonable, the tender is liable to be rejected by the Employer.

The tenderer shall keep the contents of his tender and rates quoted by him confidential.

The tenderer shall as far as possible utilize Indian labor and staff and materials as approved by JMRC.

1.4.3 CURRENCIES OF THE TENDER

Tender prices shall be quoted in Indian Rupees (INR) only.

1.4.4 TENDER VALIDITY

The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.

In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response there to shall be made in writing or by fax or by email. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

1.4.5 TENDER SECURITY

The tenderer shall furnish, as tender security, an amount as mentioned in key details of the NIT.

The tender security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security (FORM-B) included in this volume of tender documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender (150 days from the date of opening of tender). Tender Security may also be submitted in the form of Bankers cheque or Demand Draft in favor of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The Tender Security shall be endorsed/ pledged in favor of the Employer.

Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer / Engineer as non-responsive.

The tender securities of unsuccessful tenderers shall be discharged/ returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of tender validity as defined in Clause 1.4.4. In this connection, Clause 0 may also be referred to.

The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 1.6.5.

The tender security shall be forfeited:

- a. If a tenderer withdraws its tender during the period of tender validity, or
- b. If the tenderer does not accept the correction of its tendered price in terms of Clause 1.5.9 or
- c. In the case of a successful tenderer, if it fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause 1.6.5 and/or
 - ii. Enter into the Contract within the time limit specified in Clause 1.6.4. No interest will be payable by the Employer on the tender security amount cited above.

1.4.6 FORMAT AND SIGNING OF TENDERS

If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

If the tender is submitted by a firm in partnership, it shall be digitally signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.

If the tender is submitted by a limited company or a limited corporation, it shall be digitally signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

If a tender is submitted by a joint venture or consortium of two or more firms or association, it shall submit complete information pertaining to the association, to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium or association for tendering, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium or association in the tender shall be furnished along with the tender. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 1.1.3 may be referred to in this connection.

The documents required to be submitted by the Tenderer will be as described under Clause 1.4 herein.

The bidder shall enclose signed and stamped, (lead member in case of Consortium/ association) copy of the complete Bid Document. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the contractor.

In case of all documents listed in Clause 1.4 above, the person signing the documents shall be one who is duly authorised in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarized copy of the Power of Attorney as the case may be shall be enclosed along with the tender.

The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments / corrections shall be initialed by the person signing the tender.

All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

1.5 SUBMISSION OF TENDERS

1.5.1 SEALING AND MARKING OF TENDERS

PRE-TENDER/PRE-BID CONFERENCE.

- 1.5.1.1.1 A Pre-Bid conference shall be held on the date and location given in the key details of the NIT.
- 1.5.1.1.2 The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 1.5.1.1.3 The tenderer is requested to submit any question in writing or fax or email, to reach the employer not later than the last date of seeking clarification as mentioned in key details.
- 1.5.1.1.4 The text of the questions raised by the tenders and the response given will be transmitted without delay to all purchasers of the tenders documents through the website. Any modification of tender documents, which may become necessary as result of the Pre Bid Conference shall be made by the employer exclusively by issue of an Addendum/clarification/corrigendum through website.
- 1.5.1.1.5 Non attendance at the Pre-tender/Pre-bid meeting will not be a cause for disqualification of a tenderer.

1.5.2 SUBMISSION OF TENDERS

- 1.5.2.1.1 Tenderer shall submit their tender in hard copy signing the same. Tenderer (authorized signatory) shall submit their offer both for Technical and Financial Bid. The Technical Bid should also contain Cost of Bid Form & Bid Security. However, the original financial instrument for Cost of Bid Form & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIT.

DIRECTOR (OPERATIONS & SYSTEMS)

Jaipur Metro Rail Corporation,
2nd floor, RSIC Wing,
Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005

- 1.5.2.1.2 All pages of the tender document and the addendums/amendments shall be initialed and accepted by the persons signing the bid when they submit their bid.
- 1.5.2.1.3 The documents listed in ITT along with the addenda uploaded till the date of tender submission, shall be filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be signed.
- 1.5.2.1.4 The documents for technical-bid or earnest money or tender fee or any other document required for tendering cannot be changed after closing date of tender and same documents are to be produced in original physical form in the office whenever asked to do so.
- 1.5.2.1.5 Tenders sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 1.5.2.1.6 The documents for bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

1.5.3 LATE TENDERS

Any bid after prescribed date and time as per NIT, will not be received. JMRC will not be responsible for delay in submission due to any reason. For this, bidders are requested to download/ purchase the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

1.5.4 TENDER OPENING AND PRELIMINARY EVALUATION

Tender Opening

- 1.5.4.1.1 The bids will be opened at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid on corporation's website also. The tenders shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated. The financial part shall be opened of responsive tenderers pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified tenderers.
- 1.5.4.1.2 In first stage, technical bid of the tenders will be opened. The tenderers' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Tender Opening Committee at the time of opening.

Preliminary Examination of Bids

- 1.5.4.1.3 The contents of the technical bid documents of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.
- 1.5.4.1.4 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email/ fax.

1.5.5 PROCESS TO BE CONFIDENTIAL

Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

1.5.6 CLARIFICATION OF TENDERS

To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or telefax or email but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer/ Engineer during the evaluation of tenders in accordance with Clause 1.5.9 of ITT herein.

1.5.7 DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of tenders, the Employer/ Engineer will determine whether each tender is responsive to the requirements of the tender documents.

For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender 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 tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in FORM-C.

If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity.

The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Program for execution shall be final.

1.5.8 EVALUATION OF TENDER

The Employer will, keeping in view the contents of Clause 1.1.3 of ITT, carryout technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

All technically acceptable tenders will be eligible for consideration of their financial proposals.

The evaluation of financial proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 1.5.9
- 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.

Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the actual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

1.5.9 CORRECTION OF ERRORS

Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. 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 be considered;
- 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 that there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

1.6 AWARD OF CONTRACT

1.6.1 AWARD CRITERIA

Subject to Clause 1.1.3 of ITT and 1.5.8 of ITT, the Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

The bidder would be required to bid for the per vehicle per month license fee that it would pay to JMRC per month

For price evaluation of tender, the contract would be awarded to the bidder who offers the most beneficial offer to JMRC, i.e., the bidder whose bid offers the maximum 'E' to JMRC as per the formula below:

FORMULA FOR EVALUATING MOST BENEFICIAL OFFER

Assessed License Fee per vehicle per month = A

Total assessed License Fee per month for 100 vehicles = B = A x 100

Total assessed License Fee worked out during Contract Period of one year C = Bx12

Rates quoted (%) above/ below of (C) = D

Total offered license fee during contract period of one year E = C[(100±D)/100]

1.6.2 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Notwithstanding Clause 1.6.1, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

1.6.3 NOTIFICATION OF AWARD (LETTER OF ACCEPTANCE)

Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer by Tele-fax or email, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Contractor will pay to the Employer in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorised signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

The Letter of Acceptance will constitute a part of the contract.

Upon "Letter of Acceptance" being signed and returned by the successful tenderer as per Clause 1.6.3 of ITT, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

1.6.4 SIGNING OF AGREEMENT

The Employer shall prepare the Agreement in the Proforma (FORM-E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance security should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:

- a. Performance Security (Performance Guarantee)
- b. Detailed Consortium or Joint Venture or Association Agreement (duly signed and executed) incorporating:
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners
- c. Police Verification and valid driving license of each staff to be deployed.
- d. Approval of the peripheral feeder routes and stoppage enroute to and fro from each metro station as well as applicable fare both from JMRC and applicable local authorities i.e. Transport Deptt., Nagar Nigam and Police etc.
- e. Technical, Registration & Insurance detail of all vehicles to be deployed as per one, which has prototype approval of JMRC.

1.6.5 PERFORMANCE SECURITY

The successful tenderer shall furnish to the Employer a security for an amount of 5% of the Contract Price, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or Banker's Cheque or a bank guarantee of a Scheduled Bank. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (FORM-D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.6.4.

Failure of the successful tenderer to comply with any provision of the bid document shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.

Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the tenderer. However, at any time it shall be valid at least for 14 months period and further extended till the period of sixty days beyond the date of completion of contract.

1.6.6 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF TENDER

In case successful tenderer fails to commence the work (for whatsoever reasons) as per terms and conditions of tender after issuance of LOA then the LOA shall be cancelled and the Performance Security shall be forfeited.

1.7 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

The tenderer is required to fill and submit documents as listed herein this document, but not limited to, the checklist at Annexure-J.

2 TECHNICAL SPECIFICATION AND SCOPE OF WORK

2.1 GENERAL

Contractor would need to provide, own, operate and maintain 100 Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC.

Contractor will procure, provide, own operate and maintain a fleet of vehicles as prescribed and operate them preferably in walled city with the objective of acting as a link vehicle to the Jaipur Metro stations.

The contractor shall be entirely responsible for the sustainability of its contract, and shall bear at its own cost the expenses towards the procuring the vehicle, operating manpower, fuel, maintenance, replacement if needed, and other ancillary expenses incurred by it in pursuit of executing this contract.

The contractor would collect the ticketing revenue as per fare approved by JMRC to sustain its operation.

Contractor shall have to comply with all the statutory and other stipulations relating to Labour Laws/Legal/Police/Taxation/Excise/ STA/Transport Policy/Jaipur Nagar Nigam and JMRC being in force now and in future.

2.2 FEEDER NETWORK

2.2.1 QUANTITY OF VEHICLES

Initially, the network would be of 100 Cycles. The tender is proposed for selection of operator to procure, own, maintain and operate 100 Cycles as a feeder vehicle transport network for Chandpole metro station.

2.2.2 PROPOSED PATTERN OF ROUTES

Preference shall be given to operate the cycles in walled city of Jaipur.

2.2.3 ROUTE

The listed routes and stops can be decided by the contractor on the requirement of commuters as considered necessary.

2.2.4 TIME SCHEDULE

The Time Schedule for each route will be from 6.00 AM to 10.00 PM. The time schedule and number of trips will be monitored by the Contractor & JMRC. The information related to the daily number of trips, the passengers carried, tickets sold and revenue amount generated by the individual vehicle/ vehicles is to be provided to the concerned Station Controllers on daily basis.

The Contractor would also provide the complaints if any to the Station Controller on daily basis. Non-compliance will invite punitive action.

Monthly consolidated report of the above will be submitted in the office of Director (Operations and Systems), JMRC or his authorized representative.

2.3 VEHICLES: CYLCES

2.3.1.1 Contractors will procure 100 Cycles intended to provide last mile connectivity for transport of passengers for hire or reward with the approval of JMRC, provided –

- i) Branded- colour scheme, name, logo, ID no. of each cycle etc.
- ii) Sturdy bi-cycles-Unisex, good quality tyres, brakes, mudguards, chain locks, stand, reflectors careers, basket in front, side mirror and horn etc.
- iii) **The vehicle shall be new one on the date of orders to commence the work.**

2.3.1.2 All the cycle stand, if provided shall be of cage type with locking facility for night.

2.3.1.3 Awareness of commuter for safe cycle driving.

2.3.1.4 Motivation to commuters to give their contribution to keep environment clean & pollution free and to maintain themselves physically fit and fine by using feeder cycle services.



2.3.2 FITTING AND ACCESSORIES

2.3.2.1 The Contractor will be required to maintain all fittings and accessories in excellent working condition. Maintenance of fittings & accessories is very important task and condition of contract as well as to ensure the fitness of the cycle.

- (i) Display of contact no. of the contractor as well as Customer Relation Assistant of Chandpole stationsof JMRC etc., at an appropriate place on proper board by the contractor at his cost, duly approved by JMRC, so as to assist safety and provide proper feeder services to the passengers.

Any other guidelines prescribed by the Traffic Police, Nagar Nigam, Jaipur & JMRC from time to time shall be followed.

2.3.3 COMMERCIAL ADVERTISEMENTS

Without affecting the workability of fittings & accessories, JMRC approved specified spare space on the Cycles may be explored for providing commercial advertisements by the contractor at his sole cost and benefit with prior approval/ sanction of JMRC and the concerned local authorities, as a sweetener to the contractor.

2.4 FARE STRUCTURE

- 2.4.1 The fare structure shall be determined in association with JMRC, Jaipur.
- 2.4.2 The proposed fare structures under consideration for the year 2015 i.e. Rs. 5/- upto one hr., Rs. 10/- more than one hr. and upto 2 hrs., Rs. 15/- more than 2 hrs. and upto 4 hrs. and Rs. 20/- more than 4 hrs. and upto 5 hrs.
- 2.4.3 However, any fare structure revision shall be effective only after approval of JMRC, maximum once in a year.

2.5 TICKETING

It is proposed to issue the cycle with a cash security of Rs. 100/- per cycle at a time by cash receipt (counterfoil) and keeping a hard / electronic copy of the ID proof and contact number of the user.

Passengers will be issued electronically / paper printed tickets by Digital ticketing machine/ manually, indicating vehicle ID, date & time of issue, security amount received. After return of the vehicle with counterfoil of the cash security, which shall be on the same date, refund the security after deducting fare as per use. The ID proof shall also be destroyed after return of the cycle.

Other mode of ticketing may only be used after prior approval of JMRC.

Reports pertaining to no. of tickets sold, revenue generated, trip pattern etc must be generated/ workout on daily basis and submitted to Station Control room. Consolidated monthly report for same should be submitted to JMRC by 2nd date of every month.

2.6 MAINTENANCE OF THE VEHICLES

Proper and regular maintenance and repairing of cycles as per needs on time to time to avoid uncomfortability to commuters, so that maximum number of cycles always available for rent.

All expenses/cost related to maintenance/refurbishment of vehicles will be borne solely by the Contractor for the tenure of the contract..

In the event of vehicle getting damaged beyond repair then Contractor may arrange for replacement of vehicle at his discretion but JMRC shall not give any money for purchase of the same.

2.6.1 WORKSHOP/ PARKING OF VEHICLES

- 2.6.1.1 All arrangement for maintenance and workshop for the vehicle shall be made and borne by Contractor. JMRC would not provide any facility or space for maintenance of the vehicle.
- 2.6.1.2 Chandpole Metro Station may be used as Terminal for parking of vehicles during non-commercial hours (10:00PM to 06:00AM) as per availability of space and parking rates jointly agreed between the parking contractor, feeder service contractor and JMRC. However, JMRC reserves the right to modify or change the location of the parking space and provide equivalent parking space to the Contractors, as and when required.

- 2.6.1.3 If available, JMRC may provide 100 sq. mtr. areas for parking of about 30 cycles. The cost for making parking stand, its weather proofing, security of stand & cycles, lighting, some locable storage space for repairing tools, stationary etc. shall be borne by the contractor, with the approval of JMRC. Upto 25% of advertisement on this stand shall be of JMRC and rest space may be commercially advertised by the contractor as a commercial viability tool according to approved guidelines by JMRC
- 2.6.1.4 Similarly, contractor may be allowed to have prefab cabin (upto 6 feet x 6 feet size) at his cost, at least one and upto two per metro station depending upon the space availability, to facilitate the operation. On demand, one light and fan point in the cabin on payment basis will be provided by JMRC. The outer face of the cabin shall have upto 25% advertisement of JMRC and details on feeder operation and and rest space may be commercially advertised by the contractor as a commercial viability tool according to approved guidelines by JMRC.

All recurring expenses on water, electricity etc shall be borne by Contractor.

Contractor will have to sign the MoU with JMRC for use of this space.

3 SPECIAL CONDITIONS OF CONTRACT

3.1 GENERAL

3.1.1 REPRESENTATION ON WORKS

The contractor either himself or nominate the one representative duly authorized to take decision on behalf of contractor (shall be called contractor's representative), to attend any exigency/emergency, to attend the meetings, to solve the miscellaneous issues in successful operation of the contract .

3.1.2 Sub-Contractor

Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it comes to the notice of employer that the work or part of work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

Sub contracting of operation of the network as a whole will not be permitted. But with prior intimation to JMRC, sub contracting for the following activities may be permitted:

- (i) Housekeeping, major & minor servicing/ repairing of vehicles
- (ii) Hiring/ leasing of parking places & office premises etc.
- (iii) Advertisement on the vehicles, area/ stand at metro station etc. as per prototype approval

3.1.3 Sufficiency of accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.

The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices to procure, own, operate and maintain the feeder transport network.

3.1.4 Progress Reports

The contractor shall submit a report every month which shall highlights the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, organization chart, progress of work, safety audit report, quality audit report etc. The monthly report shall conform to the Employer's Requirements.

The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

The Employer shall not, at any time, be liable for the loss or damage to any of the contractor's vehicles.

The Employer may facilitate (but is not obligated to) the Contractor, where required, in obtaining clearance through the concerned authorities in successful operation of the feeder vehicle transport network.

3.1.5 Safety

Safety Requirements

- a) It shall be the sole responsibility of the contractor to adopt all the safety, statutory and mandatory measures and see that the cycle user is adequately trained.
- b) It shall be the contractor's sole responsibility to make aware all the cycle users about DO'S and DONT'S issued by JMRC, time to time, if any.

Accidents

- a) JMRC Will not be held liable for any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Cycles or on account of any act/ omission/ default on the part of the Contractor or its non-compliance with the statutory requirements. The Contractor shall INDEMNIFY and keep JMRC indemnified in this regard. In case of any litigations arising out of such accidents/ acts/ omissions, Contractor will be liable to pay all the expenses to JMRC in this regard.
- b) The contractor/ contractor's representative shall immediately intimate to the Engineer about any failure/ accident either to the cycle, or its user or to any public or passenger. The Engineer shall maintain a record in this matter, while reviewing the performance of the contractor.

Safety Audit

The contractor or contractor's representative shall do the safety audit of the cycles at least once in a month and shall submit the report in monthly report.

3.1.6 Protection of the Environment

The contractor shall follow the pollution/ environment control norms and standards.

Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.

3.1.7 Site Office

The contractor should have office in Jaipur.

The contractor shall provide free access to the Engineer and the Engineer's Representative who will have right of inspection of the office, any cycle and its user.

3.1.8 Security on Route/ Run

The police verification shall be made available by the contractor for each and every staff of contractor. Without police verification no staff shall be permitted to drive the vehicles.

Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

Contractor's staff and representatives shall wear Identification Badges (cards), approved uniforms and other safety / protection as directed by JMRC and to be provided by the Contractor. Badges shall identify the Contractor and show the operating staff's name and other approved details and shall be worn at all times while at route/ run.

3.1.9 Contractor's Operations on Routes

All of the contractor's staff shall follow the rules and regulations, procedures and guidelines issued by the concerned Jaipur Police authorities, Nagar Nigam, Jaipur and JMRC. The contractor shall make aware all of his staff for the same.

3.1.10 Lubricants/Air/etc.

The contractor shall make his own arrangements for air filling/ lubricants/ duly charged batteries etc., as applicable necessary for the operation of the fleet.

3.2 RESPONSIBILITIES OF THE CONTRACTOR

To ensure outage of minimum 90% per day basis to be calculated on monthly basis. For not maintaining the prescribed outage as per availability of users, JMRC may suitably impose fine.

To ensure proper cleanliness (dry/periodical washing) of the cycles during its operation. In case of non-compliance of the same by the Contractor, a fine up to Rs. 20/- per vehicle per occurrence shall be imposed on the Contractor per occurrence.

In the event of vehicle getting damaged beyond repair, arrange for replacement of the vehicle within next day.

The Contractor shall make available the vehicles for inspection by any JMRC official authorized by Engineer as and when required.

The Contractor is required to deploy metric educated and skilled staff for maintaining the contract. Mobile phone must be provided by Contractor to the staff deployed.

To ensure that the staff engaged by the Contractor do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters.

JMRC will not be held liable for any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Cycles or on account of any act/ omission/ default on the part of the Contractor or its non-compliance with the statutory requirements. The Contractor shall INDEMNIFY and keep JMRC indemnified in this regard. In case of any litigations arising out of such accidents/ acts/ omissions impleading JMRC, Contractor will be liable to pay all the expenses to JMRC in this regard.

In case of engagement of Lawyer to defend or represent JMRC on account of violation by Feeder Vehicles, the fees and charges will be paid by the Contractor. If Contractor is advised to engage a lawyer, he is bound to comply the orders.

Contractor must inform JMRC for any challans /penalties imposed by law enforcing bodies like police etc. and written information along with copy of challan /penalty should be submitted along with daily report to the Engineer or his authorized representative.

To display 'Jaipur Metro Link' service, fare chart, JMRC logo, on the vehicle.

To meet all stipulations of inspection schedules of Police authorities/ Nagar Nigam, Jaipur/ JMRC from time to time.

To display any commercial or other advertisement on the feeder vehicles, cycle stand and establishment within Jaipur Metro area, if any, required clearance from concerned local authorities and JMRC as applicable.

3.3 STAFFING

3.3.1 Preservation of Peace and orderly conduct

The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

3.3.2 Police Verification

The contractor shall carryout antecedent check and the police verification of all of the staff and shall submit the same before deploying the staff. No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained.

3.3.3 Uniforms

All staff of contractor shall wear neat and smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo as approved by JMRC. If any operating staff is found without uniform, suitable penalties shall be imposed on the contractor.

3.3.4 Identification Badges (cards)

The contractor shall provide the Identification Badges (cards) to all of the contractor's staff. Staff without Identification Badge (card) shall not be permitted to drive the vehicle.

Only with the permission of the engineer, Identity card shall be signed by either the contractor himself or contractor's representative and shall have the contractor's stamp. The identity card signed by any other person shall not be valid.

The photo has to be printed along with the other details on the paper and then laminated. The identity card having pasted photo shall not be valid.

3.3.5 COMMUNICATION FACILITIES TO STAFF

The contractor shall, at its own cost, provide the mobile phone communication facilities to his staff. The mobile number shall be provided to Engineer or his authorized representative of JMRC also.

3.4 BREAK DOWN / ACCIDENT

In case of dislocation of cycle services on account of breakdown or accident, the contractor's staff shall refund the fare, if the passengers so desire.

3.5 FORCE MAJEURE

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as event) then, the party shall promptly notify the other party of such Force Measure within 21 days of such occurrence.

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

The obligation under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option, after serving a notice of one week, terminate the Contract.

If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at Site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not have occurred and the Contract will continue to have effect as such.

3.6 PUBLIC COMPLAINTS

JMRC will have zero tolerance on public complaints; stringent action with penalty may be initiated against the Contractor.

Contractor has to establish the complaint redressal cell and either designated himself and/or contractor's representative and/or team leader as its in-charge. The Mobile No. of this official should be clearly displayed in all the vehicles.

All the suggestions and actions recommended by JMRC (in case of complaint) must be complied by Contractor. Non-compliance may invite penal action.

Detail action taken report on the referrals of Public complaints should be submitted in JMRC within 10 days of receipt. Contractor also has to submit consolidated complaint redressal report to JMRC on monthly basis.

In case of complaints of severe/repeated misbehavior by Contractor's staff or non-compliance of above, JMRC may impose a penalty upto Rs. 100/- each time. Decision of JMRC regarding imposition of penalty shall be final and binding on Contractor.

3.7 DEFAULT IN COMPLIANCE

The following shall constitute and considered as default in compliance/tenure of this agreement and may attract penalty.

- a) Withdrawal of operations on vehicle for one or more days without obtaining prior written permission from authorized staff of JMRC.
- b) Operating the vehicle with defective fittings.
- c) Non-reporting to authorized JMRC official on duty in time.
- d) Any other non-conformance of conditions laid down by the local and Police authorities
- e) Disobedience of instructions issued by authorized staff of JMRC and/or misbehaviour or discourtesy on the part of the driver or any other staff employed by the Contractor and manhandling and/or misbehaviour with the passengers or staff members of JMRC by the driver or any of the Contractor's personnel.
- f) Default in payment of two consecutive monthly payment of licensee fee.
- g) The Contractor found collecting the fare above the fares notified.

3.8 WORK EXECUTION AND QUALITY CONTROL

3.8.1 Manner of execution

The contractor shall comply the schedules, procedures, methodology and instructions given in technical specification, scope of work of the tender and periodical instructions issued from time to time by JMRC. The contractor shall use only the approved vehicle.

3.8.2 Inspection

The contractor shall supervise and monitor the quality of the service and provide information to JMRC in formats/ check sheets prescribed by them. JMRC shall inspect and cross check the service for quality and verify accordingly.

The engineer's representative shall inspect and check for the compliance of contractor for satisfactory service. The engineer representative shall also inspect and check compliance of contractor for the availability of sufficient manpower, all the staff in proper uniform and have the identity card, staff is disciplined, use of protective equipment, observance of safety etc .

3.9 TIME MANAGEMENT

3.9.1 Contract Period

The contract is normally for 2 years and further extendable upto one year. However, at the end of first year of operation, the contract would be reviewed on the basis of satisfactory performance of the contractor. If found satisfactory/ unsatisfactory on the basis of performance ranking, contract shall be continued on to the next year or terminated out rightly without any prejudice.

The performance ranking for this purpose shall be made by the competent authority by continuous watch, monitoring of the services provided and the evaluation so made on the basis of following criteria, which shall be baseline for the contractor to be continued in the next year or to be terminated.

The criteria for performance ranking shall be mutually decided after selection of Contractor on the following parameters including evaluation frequency.

1. Frequency & Fleet timings – Punctual, Regular, irregular.
2. Staff behavior with Users– Courteous & Sympathetic, Normal, and Rude & Harsh
3. Vehicle Maintenance
 - a) Cleanliness – Neat and hygienic, average, Unhygienic and unsatisfactory
 - b) Recovery of Breakdown and failures – Promptly, Slowly
 - c) General Condition of Vehicle – Condition of seats, external body etc .Excellent, Very Good, Average, Poor
4. Electronic or Paper Ticketing/ Display Board in vehicle – Excellent, Good, Average, Poor
5. Any accident

3.9.2 Termination of Contract

The work is of essential service required for the passenger. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of performance security.

In case of violation/default of any of the agreed terms and conditions of Contract, JMRC will serve a notice to the Contractor for rectification of defects/non compliances within 30 days. In case the same is not rectified /complied, penalties may be imposed or the operation of feeder services may be terminated after 30 days of the issue of notice for the same at the sole discretion of JMRC and the Performance Security will be forfeited. Monthly installments paid prior to termination will not be refunded. Since the Vehicles are registered in the name of JMRC, JMRC reserves the right to retain the vehicles in order to continue to provide services to Metro passengers.

The Contractor shall submit a minimum 90 days' notice, in writing, for final withdrawal from Contract/operation from his side. Monthly installments paid prior to termination will not be refunded. JMRC reserves the right to forfeit Performance Guarantee. JMRC reserves the right to retain the vehicles in order to continue to provide services to Vehicles to Metro passengers.

In the event JMRC terminates the agreement/Contract by giving a prior notice of thirty (30) days to the Contractor without any event of default or violation of the terms of the Contract/ agreement on the part of the Contractor, In that case JMRC shall refund the Performance Security.

It is however acknowledged and accepted by the Contractor that such refunds shall be interest free and will be subject to deduction of all amounts due and payable by Contractor to JMRC till the date of such termination.

Contractor will have to pay any dues pending/raised for the tenure of tender/period of operation of vehicles even completion/termination of contract agreement.

3.10 ADVERTISEMENTS

Advertisement can be displayed on the vehicle as per guideline/direction/permission of JMRC. The revenue generated from the advertisements shall go to the Contractor. Content of the advertisement shall have to be got approved by JMRC. No political advertisements are allowed.

Contractor may be allowed to put his own logo (along with JMRC logo) on Vehicles, tickets, literature, facilitation booth, etc., with the approval of JMRC.

3.11 LICENSE FEE AND PAYMENT

3.11.1 The License Fee

Before operation of the contract, the security license fee equivalent to two month license fee shall be deposited by the contractor to JMRC either through bankers cheque/ demand draft from any scheduled or nationalized bank.

The Contractor shall pay to JMRC the License Fee as per the accepted fee rate in contract agreement on a monthly basis.

The License fee payment will be paid by the seventh of every month on basis of total vehicles approved by JMRC as a part of this contract. No deduction shall be permitted for outages and short-running, if any.

Whenever, there is a variation in number of the feeder vehicles, the license fee will be varied on prorata basis. As there is a ample scope for increase in ridership of Jaipur Metro by more than 7% every year, if the contract is extended to next one year, the license fee shall also be increased upto 5% per annum of the previous year license fee.

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

3.11.2 Payment in Applicable Currencies

Payment shall be done in INR only

3.12 PENALTY & DEDUCTION

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S. No.	Description of offence	Penalty (Rs.) upto		
		1 st Time	2 nd Time	3 rd Time onwards
1	Improper record maintenance	50/-	100/-	200/-
2	Dirty Condition/ non-availability of tools	50/-	100/-	200/-
3	No Identity Card	50/-	100/-	200/-
4	Improper uniform	50/-	100/-	200/-
5	Absence of Operator	50/-	100/-	200/-
6	Unavailability of vehicles i.e. no service at all	500/-	1000/-	2000/-
7	Vehicles not parked in orderly manner	100/-		
	Fire fighting appliances / first-aid box, if provided are not available/ expired			
	Area for vehicle movement not left			
	Mis-behavior by vehicle stand staff			
8	Obstruction of free movement to service rooms/ station Utilities etc.	100/-		
9	Over charging of fare	100/-		
	Encroachment			
	Recurring irregularities given at Sl. No. 7 & 8			
10	Parking of unauthorized vehicles/ use for other purpose	100/-		
11	Criminal activity in vehicle stand area	Suitable Police action		

The following shall constitute and considered as default in compliance/tenure of this agreement and may attract penalty.

- Withdrawal of operations on feeder vehicle for one or more days without obtaining prior written permission from Authorized staff of JMRC.
- Operating the vehicles with defective seats and/or defective fittings.

- c. Non-reporting to authorized official of JMRC for duty in time.
- d. Disobedience of instructions issued by authorized staff of JMRC and/or misbehavior or discourtesy on the part of the driver or any other staff employed by the contractor and manhandling and/or misbehavior with the users or staff members of JMRC or any of the Contractor's personnel.
- e. Default in payment of two consecutive monthly payments.
- f. The contractor found collecting the fare above the fares notified.

The penalties as above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

Contractor performance shall be evaluated at the end of every year before extension of the contract for next year. If contractor performance does not found satisfactory the contract will not be extended for next year and decision of JMRC in this matter will be final.

3.13 RISK AND RESPONSIBILITY

3.13.1 Indemnity by the Contractor

Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type e.g. payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the route without any claim.

Without prejudice to the generality, the Contractor shall indemnify and hold JMRC harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Contractor or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Contractor or its Subcontractors and their respective employees arising during or as a result of the performances or non-performance of the Contractors Agreement from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of JMRC or its employees.

3.13.2 General Indemnity

Subject to the exclusions and limitations of liability in this clause, the Contractor shall indemnify and hold JMRC harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by JMRC arising whether directly or indirectly as a result of the breach by the Contractor of any of the Contractor's obligations under the Contractors Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of JMRC or its employees and/or agents.

Notwithstanding the occurrence of the Termination Date, the Contractor shall indemnify and hold JMRC harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by JMRC under the Agreement. Contractor has to submit indemnity bond enclosed as Annexure- C.

3.14 PERFORMANCE SECURITY

The successful tenderer shall furnish to the Employer a performance security in the form of a bank guarantee for an amount of 5% of the Contract Price as per ITT.

4 FORMATS FORMING PART OF TECHNICAL BID

INDEX	FORM
Form of Tender with Appendix	A
Form of Bank Guarantee for Tender Security	B
Certificate of conformity/ no deviation	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Form of Power of Attorney for signing of bid	F
General Information & Joint Venture/ Association Data	T-I
Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III
Financial Data	T-IV
Indemnity (By Contractor)	T-V
<i>Indemnity Bond</i>	<i>T-VI</i>
Indemnity (By Contractor's Staff individually)	T-VII
Curriculum Vitae	T-VIII
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Certificate (on firm's letter head)	Annexure D
Certificate (to be submitted monthly)	Annexure E
Verification statement	Annexure F
Details of Routes (Not applicable)	Annexure G
Technical specifications of vehicle	Annexure H
Terms & Conditions for Infrastructure and Land made available	Annexure I
Check list of documents to be submitted with the tender	Annexure J

5 FORMATS FORMING PART OF FINANCIAL BID

INDEX	FORM
Financial Bid (Bill of quantities)	Annexure K

FORM A FORM OF TENDER WITH APPENDIX

Note :

- I. The Appendix forms part of the Tender.
- II. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: Tender for selection of operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC

To
DIRECTOR (OPERATIONS & SYSTEMS)
Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, Jaipur-302005

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that all Annexures/ Proformas as per Clause 4 & 5 of the bid document as integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 10 days of issue of the Engineer's 'order to commence' and to complete the whole of the Works comprised in the Contract up to 24 months calculated from the date of Commencement of the work.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Form-D.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2015

Signature

Name..... in the capacity of

duly authorized to sign Tenders for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF TENDER

	Condition of Contract	
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
ii.	Period for commencement of work from the date of issue of letter of acceptance	Within 10 days of issue of the Engineer's order to commence
iii	Contract Period from the date of commencement of work	365 days and extendable as per SCC
iv	Penalty for non completion of work or poor quality of work	As per Clause 3.12 of SCC
Signature of authorised signatory on behalf of Tenderer		

Date _____

Name

Place _____

Address

FORM B FORM OF BANK GUARANTEE FOR TENDER SECURITY

Know all men by these presents that we _____ (Name of Bank) having our registered office at _____ (Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Whereas _____ (name of tenderer) (hereinafter called "the tenderer") has submitted its tender dated _____ for selection of 'Operator' who will provide, own, operator and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC' hereinafter called "**the tender**".

And whereas the tenderer is required to furnish a bank guarantee for the sum of rs. _____ (rupees _____) as tender security against the tenderer's offer as aforesaid.

And whereas _____ (name and address of the bank) have, at the request of the tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 150 days from the last date of tender submission.
- e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. If the Tenderer does not accept the correction of his tender price in terms of Clause 1.5.9 of the "Instructions to Tenderers".

- c. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
- Fails or refuses to furnish the Performance Security in accordance with Clause 1.6.5 of the "Instructions to Tenderers" and/or
 - Fails or refuses to enter into a Contract within the time limit specified in Clause 1.6.4 of the "Instructions to Tenderers".

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of
Authorized Official
of the Bank

Signature of the witness

.....

Name of Official

Designation

I.D. No.

Name of the Witness

.....

Stamp/Seal
of the Bank

Address of the Witness

.....

FORM C CERTIFICATE OF CONFORMITY/NO DEVIATION {to be filled by the Tenderer}

To,

DIRECTOR (OPERATIONS & SYSTEMS)
Jaipur Metro Rail Corporation Ltd.
Udyog Bhawan, Tilak Marg, Jaipur

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Tenderer: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

FORM D Format of Bank Guarantee for Performance Security

This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____ (hereinafter called "the contract") to M/s _____ (Name of the Contractor) (hereinafter called "the Contractor").

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

Now we the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of 30 Months from the date of signing.

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 0above, it is understood that the Bank will extend this Guarantee under

the same conditions for the required time on demand by the Employer and at the cost of the Contractor

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2015 being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorised Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM E FORM OF AGREEMENT

(Refer Clause 1.6.4 of "Instructions to Tenderers")

This Agreement is made on the _____ day of _____ 2014 Between DIRECTOR (OPERATIONS & SYSTEMS), JAIPUR METRO RAIL CORPORATION LTD, 2nd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, Jaipur– 302005 herein after called "the Employer" of the one part and _____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous to work as operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC as "Jaipur Metro Link" services on feeder routes hereinafter called the "works . viz Contract No. "JMRC/O&S/TI/2014-15/NIB/04" Selection of 'Operator who will provide, own, operate and maintain Cycles Feeder Vehicles 'and has accepted a Tender by the Contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Technical Specification
- (e) Notice Inviting Tender and Scope of Work
- (f) Bill of Quantities
- (g) Form of Tender with Appendix/ Forms
- (h) Addendums, if any
- (i) Other conditions agreed to and documented as listed below:
 - (i) Tenderer's Work Schedule as amended if required.
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable

In consideration of the payments to be made by the Contractor to the Employer as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in all respects with the provisions of the Contract.

The Contractor hereby covenants to pay the Employer in consideration of the execution and completion of the works and the 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.

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.

The staff/labour recruited by the Contractor for operation and maintenance of vehicles will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in JMRC.

JURISDICTION OF COURT

The Courts at Jaipur 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

Signature of the authorised official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

For and on behalf of the Employer

Signature of the authorised official

Name of the official

Stamp/Seal of the Employer

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Form F

Power of Attorney for Signing of Bid
(on Rs.100/- non-Judicial Stamp paper)

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... 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 tender no. JMRC/O&S/TI/2014-15/NIB/04 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all tenders, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 THISDAYOF....., 2015.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid 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. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

FORM T-I GENERAL INFORMATION AND JOINT VENTURE/ ASSOCIATION DATA

Notes :

- I. Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. In case of Joint Venture / Consortium/ association, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.*

1 Bidder Company details (in case of consortium/ association, details of Lead Partner)

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

2 Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3 PAN Number (attach photocopy):

4 Service Tax Regn. No (attach copy of the registration certificate):

5 VAT registration number (enclose VAT registration certificate):

6 PF and ESI compliance

- a. PF registration no.:
- b. ESI registration no.:
- c. Code no. as per ESI Act 1948.

7 Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:

- b. Name of the Bank:
 - c. Account No.:
 - d. Branch Address:
 - e. 9-digit MICR Code:
 - f. Account type (SB, Current, Cash Credit A/c, etc.):
- 8 Valid ISO 9000/ 14001 / 18001 certificate, as applicable, if any enclosed
(Yes/No)
- 9 In the case of a consortium/ association:
- a. Names of participating members / constituents
 - (a)
 - (b)
 - (c)
 - b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office	Office for correspondence
(a) _____	_____
(b) _____	_____
(c) _____	_____
 - c. Distribution of responsibilities among partners / constituents/association. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).
 - d. Date and place of joint Venture/ Consortium/ association Agreement.
 - e. Names and Addresses of Bankers to the Joint Venture/ Consortium/ association
 - f. Names and Addresses of Associated Companies to be involved in the contract and whether Parent / subsidiary/ others.
 - g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

FORM T-II EXPERIENCE RECORD

1. Total number of years of experience as in Clause 1.1.3.1
2. Details of experience in operation of vehicles as required by JAIPUR METRO RAIL CORPORATION from works for last five years.

Sl. No.	Date of start of work	Date of completion of work (including time extension)	Period of work execution	Details of work handled	Total Cost of work in Rs.	Manpower Engaged	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes :

- (i) Details submitted in any other Performa will not be considered.
- (ii) The details of work including the cost of the work and date of completion etc. should be supported by notarized/attested and self-certified copy of each of the work Completion certificates issued by
 - a) an officer not below the rank of Executive Engineer or equivalent in case of work done for a Central/State Govt. Department and corresponding PSU's.
 - b) a Chartered Accountant under his seal and signature, in case of work done for private entities.
- (iii) Additional pages may be attached if required. All the pages must be signed by the authorized signatory of the tenderer.
- (iv) IMPORTANT: In case of joint venture/ consortium, the above experience form must be submitted for ALL members of the consortium

FORM T-III RESOURCES PROPOSED FOR THE WORK – PERSONNEL

- a. In order to achieve a very high standard, if required, additional personnel than the required personnel can be deployed. However, the Deployment of personnel shall never be less than the min. required no. of personnel to be deployed.
- b. At least one Manager, one representative of Contractor/ contractor and one driver per vehicle are required to be deployed on a daily basis as specified in this Tender
- c. Any Personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the statutory norms or rules etc. as applicable.
- d. The CVs of the Team Leader, representative of contractor/ contractor, if any, are to be submitted along with the Tender. All CVs are to be signed by the proposed personnel and shall be verified by the Tenderer or if not then same shall be given within 10 days from issue of LOA.

FORM T-IV FINANCIAL DATA (If any)

a. Total value of work done during the period 2009-2010 to 2013-2014 (For each member in case of Joint Venture/Consortium/ Association)

S.No.	Description	Year 2009-2010 (Rs.in Lacs)	Year 2010-2011 (Rs.in Lacs)	Year 2011-2012 (Rs.in Lacs)	Year 2012-2013 (Rs.in Lacs)	Year 2013-2014 (Rs.in Lacs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Total value of work done					

No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actual for previous three financial years ending 2012, 2013,2014			Remarks
		2011-12	2012-13	2013-14	
1	Net Turn Over				
2	Total Assets				
3	Current Assets				
4	Current Assets + Loans & Advances				
5	Total Liabilities				
6	Current Liabilities				
7	Current Liabilities + Provision				
8	Profit before Interest and Tax				
9	Profit before Tax				
10	Profit after Tax				
11	Net worth				
12	Total Debt (including current Liabilities) / Total Equity (including preference capital)				
13	Working capital				

Note:

Attach the following:

(IMPORTANT: In case of consortium/ joint venture enclose the following documents of ALL partners separately)

- Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.
- Income Tax Return for last three years.

FORM T-V INDEMNITY (BY CONTRACTOR)

(To be filled by Contractor)

I on behalf of M/s hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s will abide by all safety rules and procedures. I declare that I M/s will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s.. for giving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/Seal of the Indemnifier /Contractor

FORM T-VI

INDEMNITY BOND

TO BE FURNISHED ON STAMP PAPER OF RS.100/- (Duly Attested by Notary Public)

This 'Indemnity Bond' has been executed and furnished by __Name of Firm____ having its registered office at _____ through its authorized signatory Mr._____, hereinafter referred to as the 'Contractor' which expression shall include our heirs, successors and assigns. In favour of JAIPUR METRO RAIL CORPORATION LIMITED, having its registered office at Khanij Bhawan, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur 302005 (hereinafter referred to as "JMRC" which expression shall unless repugnant to the context or meaning thereof include and be deemed to include its successors and assigns in the office),

1. Whereas the Contractor has been granted the permission of operator to procure, own, operate & maintain Cycles of 'Jaipur Metro Link' by the JMRC in terms of the agreement No.---date____('Agreement') executed between JMRC and the Contractor.
2. Whereas in consideration of JMRC granting right to procure, own, operate & maintain and maintenance of Cycles to the Contractor as stated above the Contractor hereby expressly agrees and undertakes to indemnify and keep JMRC indemnified against
 - (a) any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Vehicles on account of any act /omission/default on the part of the Contractor/its employees or its non-compliance with the statutory requirements,
 - (b) any criminal and/or civil liability arising out of any accident or action of tort on part of the driver, conductor or any cost/penalties imposed for committing any Traffic Offences,
 - (c) all consequential claims/liabilities arising out of any accident/incident or legal or statutory issue involving the vehicles or the running of the vehicle towards any third party.
3. The Contractor hereby further expressly agree and undertake that notwithstanding any breach in the performance of the contractual obligations or terms of the any breach in the performance of the contractual obligations or terms of the any agreement(s) executed between JMRC and the Contractor hereby solemnly and unconditionally agrees to bind itself for all the repercussions and consequences, arising out of its executing this Indemnity Bond and also hereby further undertakes to reimburse to JMRC upon demand the aggregate amount of claims, including costs, legal or otherwise which JMRC may be called upon and/or compelled to and/or bound to pay with respect to the operation of the Vehicles.
4. The Contractor hereby further does indemnify JMRC unconditionally absolving it from risks, damages, cost and or any other claims/penalties etc., imposed by any Government Authority on JMRC with respect to the Vehicles.
5. The Contractor affirms that the present Indemnity Bond shall remain valid throughout the period and JMRC shall be entitled to seek its enforcement at any time in case of any of the eventualities herein above.

Signed, sealed and delivered by Mr._____ for and on behalf of the Contractor on this day of the _____ of 2015 in the presence of:

Witness No.1 Signature_____

Name_____

Address_____

Witness No.2 Signature_____

Name_____

Address_____

FORM T-VII INDEMNITY (BY CONTRACTOR'S STAFF INDIVIDUALLY)

(To be filled by contractor staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedure. I declare that I will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

Name of Indemnifier

Signature of Indemnifier

Name of Contractor

Signature of Contractor

FORM T-VIII CURRICULUM VITAE

Affix self-
attested
photograph

NAME : _____

FATHER NAME : _____

DATE OF BIRTH : _____

PERMANENT ADDRESS : _____

RESIDENTIAL ADDRESS : _____

MARITAL STATUS : _____

EDUCATIONAL QUALIFICATION : _____

TECHNICAL QUALIFICATION : _____

EXPERIENCE : _____

LANGUAGE KNOWN : _____

NATIONALITY : _____

DATE:

PLACE:

Thumb Impression

SIGNATURE

Designation of staff

.....

(To be filled by contractor)

Attested by authorised person:

(Seal & Signature of proprietor)

Phone/Mobile No: -

Annexure- A OBLIGATION / COMPLIANCE TO BE INSURED BY CONTRACTOR

S.No.	Items	Compliance of Contractor (To be filled by Contractor)	
		YES	NO
1	License for employing contract labour		
2	Compliance of Minimum wages Act by Payment of wage on 7 th of every month in the presence of nominated representative of employer or Bank Payment.		
3	Compliance of provisions of ESI, PF and Workmen compensation Act		
4	To ensure treatment in case of accident / injuries suffered in performance of work including wages and compensation under WC Act.		
5	Send Accident report to Regional Labour Commissioner (RLC).		
6	Observance of working hours, weekly rest and overtime payment as per section 28 of BOCW Act.		

Note: A non-filling or 'NO' by contractor will leads to non eligibility for contractor in further tendering process.

Signature with Seal of Contractor/Proprietor

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 ofin 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 Managing Director

JAIPUR METRO RAIL CORPORATION LTD., JAIPUR.

The designation and address of the Second Appellate Authority is Chairman, JAIPUR METRO RAIL CORPORATION LTD., 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(1) 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

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.

(4) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be 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.

(5) Fee for filing appeal

- (a) Fee for first appeal shall be Rs. 2500/- and for second appeal shall be Rs. 10,000/-, 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.

(6) 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.

Annexure-D : CERTIFICATE (ON FIRM'S LETTER HEAD)

I, Mr./Ms. _____ (Authorized signatory) on behalf of _____ (Company's name) having its registered office at _____, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid by me and that the tender price will not include any such amount.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

Annexure-E : CERTIFICATE (TO BE SUBMITTED MONTHLY)

1.0 In compliance to provision of the Minimum Wages Act 1948 and rules made there under in respect of any employees engaged by me/us, I/we hereby declare that labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due or accruing to me/us in consideration of payment to such labour/labours.

2.0 Certified that all valid Insurance Policies as per GCC clauses are available. Copies of Insurance Policies are enclosed /already submitted.

3.0 Certified that EPF, payment of Wages Act, 1948, Workman Compensation Act, 1923. Contract Labour (Regulation & Abolition) Act'1970, Factories Act, 1948 have been fully complied with by me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.

Signature & Seal of Contractor

Name of Contractor

Annexure-F: VERIFICATION STATEMENT (ON FIRM'S LETTER HEAD)

I, Mr./Ms. _____ (Authorized signatory) on behalf of _____ (Company's name) having its registered office at _____, hereby verify that the information contained in this completed document, any proforma thereto and all supporting and explanatory information is, to their best knowledge and belief, truthful and exact. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, JMRC is authorized to take any action deemed fit at any stage and I will have no right to any claim.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

Annexure-G: SAMPLE DETAILS OF ROUTES (Not applicable)

SN	Route No.	Metro Station	To	Via
1				
2				
3				
4				
5				
6				
7				
8				
9				

Annexure-H: TECHNICAL SPECIFICATIONS OF VEHICLES

Prospective bidder has to submit detailed technical specification of the vehicle which he shall be purchasing/ providing including following time schedule:

- a) Likely date of placement of Purchase Order/ provision on the manufacturer,
- b) Likely date for giving call for proto type inspection by JMRC,
- c) Likely date for Certification (inspection),
- d) Likely date of supply of first vehicle & date of completion of supply of vehicles.

Above information is to be submitted along with Technical Offer.

Annexure-I: TERMS AND CONDITIONS FOR INFRASTRUCTURE AND LAND MADE AVAILABLE

The land will exclusively be used for parking, minor maintenance and clearing of feeder vehicles only.

Under no circumstances any other vehicle or other type of vehicles are allowed to be parked there for any other purpose.

It will be the sole responsibility of Operator to maintain the premises in perfectly neat and clean condition.

Operator has to vacate the land within 30 days if asked by Metro and no request in this case will be entertained for retention of premises beyond the stipulated date. In case of termination/expiry of the contract, the Operator has to hand over the premises to JMRC within a period of 7 days failing which JMRC will take all necessary action to vacate the land.

Operator will not rent out any part of land/premises made available to him. JMRC will have a right to take legal action in case premises is not vacated within stipulated period.

In case of encroachment of land by third party, this shall be intimated to JMRC for taking legal action.

Operator will not have a legal right on allotted land except making use the same for the purpose given to him.

Land/infrastructure shall not be used by the Operator as residential purpose for any labor or night shelter etc.

Operator will not be given any choice to request for the particular location. He has to accept the premises on "as is where is basis".

Operator will not raise any claim regarding shortage of space/amenities etc.

Operator will have to ensure that on account of allotment of land for parking/servicing maintenance, he will not put any hurdle to other road users at the time of in shedding and out shedding.

Operator will not indulge into any altercation with other road transport such as RTV, Gramin Seva, Auto Rickshaws etc. if parked outside the allotted space.

Annexure-J: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No	Document	No. of sets to be submitted	Attached at Page No. (To be filled by Contractor)
	TENDER PACKAGE COMPRISING OF:		
1	Obligation / Compliance to be insured by Contractor (Annexure-"A")	One in Original	(Yes / No)
2	Tender security (Form B) enclosed in a separate envelope	One in Original	(Yes / No)
3	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	(Yes / No)
4	Tender documents (i.e. NIT, ITT, SCC, Technical Specification, GCC, BOQ)	One in Original	(Yes / No)
5	Statement of deviations from Tender Documents (Form C)	One in Original	(Yes / No)
6	General information on the tenderer shall be furnished in Form T-I	One in Original	(Yes / No)
7	Form of Tender and Appendix thereof (Form A)	One in Original	(Yes / No)
8	Indemnity by contractor (Form T-VIII)	One in Original	(Yes / No)
9	Curriculum Vitae (CV) of deployed Team leader and Manager (Form T-VIII)	Original	(Yes / No)

Annexure-K FINANCIAL BID (BILL OF QUANTITIES)

Name of Work:- Selection of operator who will provide, own, operate and maintain Cycles as feeder services on Chandpole metro station of Phase-1A of JMRC.

Tender No.:- JMRC/O&S/TI/2014-15/NIB/04

License Fee Per vehicle per month (Rs.)	No. of Vehicles	Total License Fee per month (A x No. of Vehicles)	Total License Fee Per annum (B x 12)	Rates quoted (%) = Above/ Below of (C)			Quoted License fee per annum= $C[(100 \pm D)/100]$	Monthly License fee = (E/12)	
				Above/ Below/ At par	In figure	In word		In figure	In word
(A)		(B)	(C)	(D)			(E)	(F)	
150	100	15000	180000						

Note: The bidder fails to quote above or below or at par including in figures and in words in column D, then his offer will be summarily rejected.

Signature of the Authorized Person

Name of Operator/ Bidder:

Seal:

Address and contact number:

VOLUME 2

- (i) General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation
- (ii) Safety, Health and Environment (SHE) Manual of Jaipur Metro Rail Corporation

Note:- Approved GCC and SHE Manual are uploaded and available on the JMRC website, By Signing this Bid document, firm agrees to accept the GCC and SHE. While framing the contract agreement with the successful Bidder, the bidder shall have to sign the complete GCC and SHE document and submit it to the JMRC.

Tenders shall be prepared and submitted in accordance with the instructions given herein.