

Tender No: JMRC/O&S/RS/2015-16/NIB/006



JAIPUR METRO RAIL CORPORATION LIMITED

BID DOCUMENT

**TENDER FOR PROVIDING CANTEEN SERVICES IN
MANSAROVAR DEPOT**

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems
Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005
Website: www.jaipurmetrorail.in
Email: edrs.jmrc@gmail.com

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NOTICE INVITING TENDERS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed tenders for Canteen Services in JMRC Administration Building at Mansarovar Depot, Jaipur

KEY DETAILS:

a)	Name of Work	Tender for providing Canteen Services in Mansarovar Depot
b)	Type of Canteen	Non-subsidized canteen, Staff Strength – Approx.500 Type of Services – Tea, Coffee, Snacks and Meals. Round the clock operation.
c)	Estimated Quantum of Business	Rs. 30 Lac
d)	Tender Security Amount	Rs. 60,000 /-
e)	Cost of Tender Form	Rs. 500/- (Rs. 250/- For the micro, small and medium enterprises of state rajasthan)
f)	Online Tender Document Availability Period	From 1700 hrs 15 th March. 2016
g)	Date and Place of Pre Bid Conference	1300 hrs on 17 th March. 2016 Conference Room, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhriugu Path , Mansarovar, Jaipur – 302 020 Tel. No. 0141- 5153709.
h)	Last date for receiving queries/ clarifications	Up to 1700 hrs on 17 th March 2016
i)	uploading of reply to queries/ clarifications	upto 1700 hrs on 19 th March 2016
j)	Submission start date	0900 hrs on 21 th March 2016
k)	Last Date for submission of Tender	1500 hrs on 6 th April 2016
l)	Time & Date of Opening of Technical Bid	1530 hrs on 6 th April 2016
m)	Venue of Submission and Opening of Tender	O/o General Manager/Rolling Stock, Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhriugu Path , Mansarovar, Jaipur
n)	Validity of Tender	120 days from the last date of submission of tender.
o)	Stipulated Date of Commencement of Work	Within seven days from the date mentioned in the “order to commence”
p)	Duration of the contract	1 year from the stipulated date of commencement
q)	Security Deposit	5% of estimated quantum of business
r)	Technical Requirement	The Contractor must have minimum 3 years experience of successfully running office canteens / restaurants/Hostel canteens, institutional catering services.
s)	The complete bid document can be downloaded from the Corporation’s website http://www.jaipurmetrorail.in and http://sppp.raj.nic.in	

GENERAL MANGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. 208, 2nd Floor, Admin Building, Metro Train Depot,
Near Ganga Jamuna Patrol Pump, Bhriugu Path , Mansarovar, Jaipur
Tel: +91-141-5153709, Email: gm.rs.jmrc@gmail.com

1 INSTRUCTION TO TENDERERS

1.1 DEFINITION

- 1.1.1 The term Corporation wherever appearing here-in-after would mean Jaipur Metro Rail Corporation Ltd. and shall include the person authorized to grant license for the Canteen of Train Maintenance Depot, Mansarovar.

1.2 PREPARATION OF TENDER:

- 1.2.1 Blank tender Forms can be obtained on payment of **Rs. 500/-** (Rs. 250/- For the micro, small and medium enterprises of state Rajasthan) from Office of the General Manager (Rolling Stock), JMRC, Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhrigu Path, Mansarovar, Jaipur, in the Form of Bank Draft in favor of Jaipur Metro Rail Corporation, Jaipur, payable at Jaipur. Before submission of the tender, the tenderers are requested to make them-selves fully conversant with the technical specification, nature of work the site condition and general conditions of Canteen work so that no ambiguity arises at later date in this respect. They may visit the actual working conditions and the nature of work.
- 1.2.2 Quotations can be submitted to the office of the undersigned in Sealed Cover before 1500 Hrs on the date prescribed in the Key Details of the Notice Inviting Tender.
- 1.2.3 The submission must be made in one Large 'sealed cover packet', clearly marked as "TENDER FOR PROVIDING CANTEEN SERVICES" having two separate small sealed cover packets in side it as under:
- 1.2.3.1 First small Sealed Cover should bear mark "Envelope No. I – containing the technical bid in prescribed formats, marked clearly as TECHNICAL BID
- 1.2.3.2 Second Small Sealed Cover packet should have mark "Envelope No. II – containing the financial bid in prescribed formats, marked clearly on the cover of the envelope as FINANCIAL BID.
- 1.2.4 Each copy of the tender shall be accompanied with the following documents:-
- (i) Income Tax Returns of last 3 assessments years,
 - (ii) copy of PAN card
 - (iii) Certificate of incorporation of firm/Company in the firm of VAT/Sales tax registration or registration with registrar of companies (ROC) or any other registration certifying the existence of firm.
 - (iv) Experience/work certificate of similar works executed including works in hand.
- 1.2.5 The tender which is not accompanied with any of the above mentioned documents or is accompanied with incomplete documents are liable for rejection.
- 1.2.6 Only such firms need tender who are them-selves capable of carrying out the work and can produce satisfactory evidence that they have necessary experience and the required Man-power and T&P etc. for handling such jobs.
- 1.2.7 The Corporation reserves the right to revise or demand the tender documents prior to the date notified for opening of the tenders and also the right is postponed date for precondition and opening of tender without assigning any reason.

- 1.2.8 If the tenderer deliberately gives wrong information in his tender, the Corporation reserves the right to reject such tender at any stage.
- 1.2.9 Tender documents are not transferable.
- 1.2.10 Not more than one tender for a work will be submitted by One Contractor or one firm of Contractor.
- 1.2.11 The Corporation shall not be liable for expenses incurred by tenderer in the preparation of the tender whether his tender is accepted or not.
- 1.2.12 Tender should be filled in within or typed. All pages of tender documents, addition, alteration, over-writing in the tender must be clearly estimated by the signatory to the tender.
- 1.2.13 Emailed tenders shall be deemed as invalid and shall be summarily rejected.
- 1.2.14 The submissions received after the stipulated time and date shall not be entertained.
- 1.2.15 Tenders, which contain misleading/ ambiguous/ incomplete details in 'Technical Bid' shall be considered as non-compliant and rejected.

1.3 TECHNICAL REQUIREMENTS

- 1.3.1 The Contractor must have minimum 3 years experience of successfully running Office canteens / Restaurants/ Hostel canteens/ Institutional catering services.
- 1.3.2 The contractor has to submit the following documents in technical bid along with signed and sealed on each page of bid document:
 - (i) Income Tax Returns of last 3 assessments years,
 - (ii) copy of PAN card
 - (iii) Certificate of incorporation of firm/Company in the firm of VAT/Sales tax registration or registration with registrar of companies (ROC) or any other registration certifying the existence of firm.
 - (iv) Experience/work certificate of similar works executed including works in hand.
- 1.3.3 The contractor has to submit following documents (if applicable) within 30 days from date of issue of 'order to commence'.
 - (i) PF code Nos.
 - (ii) ESIC code Nos.
 - (iii) Labor License
 - (iv) Service Tax registration

1.4 TENDER SECURITY

- 1.4.1 Before submitting the tender, the tenderer shall deposit an amount of tender security in Crossed Bank draft in favor of Jaipur Metro Rail Corporation payable at Jaipur. The Bank draft should be enclosed with the tender. The tender security shall not be accepted in cheque or any other format.
- 1.4.2 In case of un-successful tender, the tender security will be refundable.
- 1.4.3 In case of successful tenderer, the amount of 'tender security' deposited will be adjusted against Security Deposit.

- 1.4.4 No interest shall be payable on tender security deposits.
- 1.4.5 The Corporation reserves the right to forfeit tender security deposit or a part thereof in circumstances, which may indicate that the Contractor is not earnest in accepting/executing any order placed under the specification.

1.5 PERFORMANCE SECURITY DEPOSIT

- 1.5.1 An amount of 5% of estimated quantum of business will be required to be deposited by the contractor with the company, as interest free security deposit, during currency of contract.
- 1.5.2 Performance Security Deposit shall be furnished in any one of the following forms: -
- a) Bank Draft or Banker's Cheque of a scheduled bank;
 - b) Bank guarantee/s of a scheduled bank; security deposit if furnished in the form specified shall remain valid for a period of 60 days beyond the date of work completion.
 - c) Fixed Deposit Receipt (FDR) of a scheduled Bank. It shall be in the name of Jaipur Metro Rail Corporation on account of bidder and discharged by the bidder in advance. Before accepting the Fixed Deposit Receipt the bidder shall furnish and undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to Jaipur Metro Rail Corporation without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 1.5.3 Forfeiture of Performance Security Deposit: JMRC shall reserve the right to deduct from and/or forfeit the amount, including interest, in case of non-performance by the contractor in the form of penalties, damages and/or liabilities as the case may be, in the following cases:-
- a) When any terms and condition of the contract is breached.
 - b) When the contractor fails to provide services satisfactorily.
 - c) If the contractor breaches any provision of code of integrity, prescribed for tenderer, specified in the tender document.

1.5.4 Notice of 15 days will be given to the tenderer before security deposit is forfeited.

1.5.5 No interest shall be payable on the performance security deposit.

1.6 AVAILABILITY OF BID DOCUMENT

- 1.6.1 The complete bid document can be downloaded from the Corporation's website <http://www.jaipurmetrorail.in> and <http://sppp.raj.nic.in> and/or can be purchased from the office of JMRC. Cost of tender must essentially be deposited.
- 1.6.1.1 If the document is purchased from the office, the tender cost must be deposited at the time of purchase.
- 1.6.1.2 If the tender is downloaded, the tender cost must be deposited with the tender latest by the last date of submission.

1.7 RECEIPT AND OPENING OF TENDERS

- 1.7.1 Tender in sealed cover may also be sent by registered Post to the address below:-
*O/o General Manager (Rolling Stock), Room No. 208, 2nd Floor, Admin Building,
Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhriugu Path, Mansarovar, Jaipur*
The tenders received later than above date and time shall not be accepted.

- 1.7.2 JMRC or their authorized representative will open the Tender Package in the presence of tenderers or their representatives who choose to attend at the appointed place and time. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 1.7.3 The Tenderer is advised that, he may, if he so desires, be present at the opening of the Technical Package. After opening of technical packages, the submissions of tenderers shall be evaluated to determine whether they qualify the technical competence. Such of those tenderers, who do not meet the technical competence, will be rejected and the corresponding financial package will be returned unopened. .
- 1.7.4 The date, time and place of opening of Financial Package will be advised to tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of the Financial Packages. If the date specified for receipt and opening of tenders be declared as Public holiday the tenders shall be received and opened on the day on which Officer reopened after such holiday(s) in the manner as stated in aforesaid clauses.

1.8 VALIDITY OF TENDER:

- 1.8.1 The fact of the submission of tender shall be deemed constitute an agreement between the tenderer and whereby such tender shall remain open for acceptance by Corporation for a period of 180 days from the date and time on which tenders are opened. During that period the tender shall not with-draw his offer or among impair or derogate and the tender security deposited in accordance with tender shall not be with-drawn within the said period 180 days. Every tender shall be deemed to have agreed as aforesaid in consideration of the tender being considering by the Corporation in terms thereof provided same has been duly submitted and found to be in order. If the tenderers is notified in writing at the given in the tender within the said period of 180 days that his tender has been accepted, he shall be found the terms of agreement Tenders mentioning a shorter validity period than specified are likely to be ignored. In case validity period is not stated, it will be presumed the tenders is valid for 180 days, without obtaining any confirmation from the tenderer.

1.9 CANVASSING

- 1.9.1 No tenderer shall canvass any Corporation official with respect to his other tender. Contravention of these conditions may result in rejection of the tender.

1.10 CLARIFICATIONS:

- 1.10.1 The tenderer/contractor shall be deemed to have carefully examined and made him fully conversant with the general conditions specifications, schedules, scope of work and site conditions etc. before submitting the tender. If he shall have any double as to the meaning of any petition of general and special conditions of contract, specifications or about any point regarding site conditions, he shall seek necessary clarification before submitting his offer tender.

1.11 TECHNICAL EVALUATION

- 1.11.1 Evaluation & Tabulation of Technical Bids

- 1.11.1.1 Preliminary Examination of Bids

- 1.11.1.1.1 The tender evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -
- a. tender is signed, as per the requirements listed in the bidding document;
 - b. tender has been sealed as per instructions provided in the bidding document;
 - c. tender is valid for the period, specified in the bidding document;
 - d. tender is accompanied by Tender Fee and Tender security;
 - e. tender is unconditional and the bidder has agreed to give the required tender security; and
 - f. Other conditions, as specified in the bidding document are fulfilled.

1.11.1.2 Determination of Responsiveness

1.11.1.2.1 The tender evaluation committee shall examine the technical aspects of the tender in particular, to confirm that technical requirements of tender (Clause 1.3) have been met without any material deviation, reservation or omission.

1.11.1.2.2 The procuring entity shall regard a tender as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

1.11.1.3 Non-material Non-conformities in Bids

1.11.1.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

1.11.1.3.2 The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

1.11.1.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

1.11.1.4 Technical Evaluation Criteria:

1.11.1.4.1 Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "Sealing and Marking of Bids". Bidders are expected to quote for all the items. In case, a bidder does not quote for either of the item, the bid shall be summarily rejected and financial bid shall not be opened for the same bidder. Similarly, in case the proposal of a bidder is non-responsive for any item, the bidder shall be technically disqualified.

1.11.1.5 The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

1.12 FINANCIAL EVALUATION:

1.12.1 The Financial Bids of only those Applicants, who clear Technical evaluation stage, will be evaluated.

1.12.2 Formula for calculation of lowest bidder:

1.12.2.1 For the purpose of assessment of bids, estimated quantum of consumption of each item per day as given in Column A of the table below. The quoted unit rate (column C below) shall be multiplied by the estimated consumption (A) to arrive at the quantum of business per day as estimated by bidder.

S.No	Items	Base Rates* (Rs.)	Estimated Consumption/day (Only for purpose of assessment of Lowest Bidder) (A)	Unit Rate for each item (Rs.) (B)	Quantum of Business per day as estimated by bidder (Rs.) (A) x (B)
1.	Meal	45	50	To be filled by tenderer in Financial bid only	To be filled by tenderer in Financial bid only
2.	Breakfast	20	40		
3.	Snacks	10	100		
4.	Tea	5	150		
5.	Coffee	10	50		
(C) = TOTAL ESTIMATED QUANTUM OF BUSINESS PER DAY (ONLY FOR COMPARISON OF BIDS)					To be filled by tenderer in Financial bid only

1.12.2.2 The quantum of business per day will be calculated for one year as per formula below to arrive at the lowest bidder:

$$D = \text{TOTAL ESTIMATED QUANTUM OF BUSINESS IN ONE YEAR (Rs.)} = (C \times 365) =$$

- f) All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the least expensive offer as per the formula above (, i.e., the offer which will have the minimum 'E' as referred in formula above). The Tenderer whose Bid is responsive, complete and in accordance with the Bid Document and has been determined to be the least expensive offer to JMRC as per the formula above will be adjudged as the lowest tender (L1) and will be adjudged the successful tenderer.

1.12.3 However, the Corporation is not bound to accept the lowest tender or any tender as assign any reason for the rejection of the tender. The Corporation also reserves the right to either to call for fresh tenders or accept either the whole or a part of tender to place order for any increased or decreased work on the basis of prices quoted.

1.13 CONTRACT DOCUMENTS AND AGREEMENT:

1.13.1 The fact of a tender to the Corporation shall be deemed to constitute an agreement between the tender and the Corporation whereby each tender shall remain open for acceptance by the Corporation. The tenderer shall agree neither to withdraw his offer nor to impair or derogate.

1.13.2 The order placed under this specification shall be governed by terms and conditions as incorporated in this section of the specification and as given in the work order and its Annexure(s). The terms and conditions specified in this section if differ from terms as indicated in the work order and its Annexure(s), the later shall prevail. The contract shall for all purpose constructed according to the laws of India and subject to jurisdiction of Jaipur Courts only, for the due fulfillment of the contract, the contractor shall execute an agreement in triplicate in the prescribed Form-I to be obtained from the order placing authority on non-judicial stamp paper worth Rs. 100/- or as per the Stamp duty applicable in Government of Rajasthan. Such agreement shall be executed and signed by the competent authority of the Contractor on each page thereof. The original copy is only to be executed on the Stamp paper. The running two copies may be executed on Stamp paper. Such

complete agreement from along-with the contract documents shall be required to be returned to order placing authority, within a period of 15 days from the receipt of the order. One copy of the executed agreement duly signed by order placing authority shall be sent to Contractor for his reference. The contract documents shall include the following:-

- i. Contract agreement
- ii. Letter of Award/ Work Order and its Annexure
- iii. Terms & conditions (Section-B of the tender specifications).

1.13.3 The charges in respect of execution of the contract shall be borne by the Contractor. The contractor shall furnish with an executed counter-part of the agreement.

1.14 LETTER OF AWARD

1.14.1 Prior to the expiry of the period of tender validity, JMRC will notify the successful tenderer by Tele-fax or email, to be confirmed in writing by registered letter, that his tender has been accepted. The "Letter of award" will be sent in duplicate to the successful tenderer, who will return one copy to JMRC duly acknowledged and signed by the authorised signatory, within 7 days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

1.14.3 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.

1.15 COMMENCEMENT OF WORK:

1.15.1 JMRC's Executing Officer shall issue an 'order to commence' and the Work shall commence only after, and within 7 days of, issuance of this 'order to commence'.

1.16 CORRESPONDENCE

1.16.1 All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions contract documents, scope of work etc. should be addressed to the concerned officer below:

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. 208, 2nd Floor, Admin Building,
Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhrigu Path, Mansarovar, Jaipur Tel:
+91-141-5153709, +91-77288-95409,
Email: gm.rs.jmrc@gmail.com

1.17 CHANGE OF NAME OF TENDERER/CONTRACTOR

1.17.1 At any stage after tendering, the order placing authority shall deal with the tenderer/contractor only in the name at the address under which he has submitted the All the liabilities/responsibilities for due execution the contract shall be that of the Contractor under circumstances he shall be relieved of any obligation the contract. The order placing authority it may however at his discretion deal with the agent/representative sister concern and such dealing shall not absolve the Contractor(s) from his responsibilities/obligation/ liabilities to the JMRC under the contract. Any change alternation of

name/constitution/organization of contractor shall be duly notified to the order authority and the order placing authority reserved the right to determine the contract in case of notification.

1.18 SUBLETTING:

- 1.18.1 That neither canteen contractor nor any of the right conferred by it shall be transferred or assigned to any other person nor shall be canteen premises or any part thereof be sublet.

1.19 ARBITRATION

- 1.19.1 If at any time any question/difference whatsoever arises between the Corporation and the contractor, in relation to the contract, either party may forthwith give to the other. One month's Notice in writing of the existence of such question(s) disputes of difference and the same shall referred to the Executive Director (Rolling Stock) JMRC Jaipur or any person appointed for the purpose (hereinafter referred to as Arbitrator) such as reference to the Arbitrator/arbitration shall deemed to be a submission to the Arbitrator within the meaning of India Arbitration Act., 1940 and statutory modification.
- 1.19.2 The proceedings of the case of arbitration appointed by the Executive Director (Rolling Stock), JMRC shall be held at Jaipur.
- 1.19.3 Award of the Arbitrator shall be final and binding on both the parties upon every and any such reference. The cost incidental to such reference and award shall be on the discretion of the Arbitrator who shall determine the amount thereof and direct the same to be borne and paid.
- 1.19.4 Performance under the contract shall if possible continue during the Arbitration proceeding payments due to the Contractor by the Corporation shall not be with held unless they are the subject matter of the Arbitration proceedings.

1.20 FORCE MAJEURE

- 1.20.1 If at any time during the currency of the contract the performance in whole or in part is prevented or delayed or the contractor is not able to arrange execution of the work by reasons of any war, hostility, acts of public enemy, Civil commotion, sabotage, fire floods, explosion, equipments, quarantine, restrictions, strike lockouts or acts of God (hereinafter referred to as events) then provided notice and adequate proof of execution/performance of work having suffered on account of these events is given within 24 hours from the hour occurrence and further in case of Strike/labour disputes prolongs beyond a period of 48 hrs. The contractor shall immediately inform to the JMRC and reserves the right to get the work done from any other agency at the cost and risk of the Contractor.

1.21 RATES:

- 1.21.1 The rates should be quoted by the tenderer in the format of financial bid enclosed herewith in separate envelope duly mentioning "**Financial Bid**" on it.

1.22 LIABILITY OF THE CONTACTOR

- 1.22.1 The contractor shall arrange suitable supervisor skilled, semi-skilled and un-skilled labour required for the work maintenance under scope of work. The work may be checked by the Officer In-charge at the site any time.
- 1.22.2 The Contractor shall ensure timely payment for the minimum wages to his labour as per statutory provision and shall fully comply with the rules laid under payment of Wages Act and Labour laws which are presently applicable or shall be enforced from time to time. The Contractor shall keep an

up-to-date account of employment of labour and payment of their wages which will be produced for inspection by the Officer In-charge if so desired by him.

- 1.22.3 Contractors will be responsible to make deductions towards the contribution of CPF/ESI from such contract labour engaged by him who may be covered under Provident Fund Act/ESI Act.
- 1.22.4 JMRC shall have no liability whatsoever if he fails to comply with statutory requirements. All the statutory requirements shall be ensure & full-fill by contractor.

1.23 LIABILITY FOR DAMAGES:

- 1.23.1 If due to Contractor's negligence and/or non observance of safety and other precautions, any accident/injury occurred to any other person/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the statutory authorities under food standards act/ labour laws/and/or rules made therein force from time to time.
- 1.23.2 If due to contractor carelessness, negligence of non observation of safety precautions damage to JMRC property and personnel's occurs, the same be recovered from the running bill of the Contractor and/or from his security deposit.

1.24 CONTRACT PERIOD:

- 1.24.1 The total period of the contract will be normally for a period of one year from the commencement of the work. The Corporation reserves the right to extend the period of this contract as per RTPPR on the same terms and conditions, subject to satisfactory performance of the Contractor.

1.25 ACTION FOR NEGLIGENCE AND DEFAULTS OF THE CONTRACTOR:

- 1.25.1 If the contractor fails to discharge the duties as per the terms & conditions laid in the contract of causes delay in carrying out a piece of work. The order placing authority or the concerned Officer In-charge at his discretion will be entitled to effect, the deductions from the contractors running bills.
- 1.25.2 If it is found that the lapse on the part of the contractor are repeated every day and there is no improvement in the working in-spite of informing the contractor by Officer In-charge verbally and or in writing from time to time and also making deductions under aforesaid clause the order placing authority in addition to exercising its option under clauses of the contract, may after giving 7 days notice period, at cost and risk of the contractor and reserves the right to recover such cost from the running bills of the contractor and or security deposit or to recover such cost from the running bills of the contractor and or security deposit of otherwise.

1.26 REGARDING PERSONNEL OF CONTRACTOR:

- 1.26.1 POLICE VERIFICATION: The contractor shall submit within 30 days of the 'order to commence', Police Verification of character antecedents of each staff to be deployed. No person having a history of criminal misconduct shall be permitted to be employed in normal course, except with permission of JMRC.

If there is a change in staff:

- 1.26.1.1 Manpower changes will be made with information to JMRC.
- 1.26.1.2 Uniforms and Identity Cards issued to the personnel must be taken back.
- 1.26.1.3 New staff will be permitted to work only after police verification.

- 1.26.2 The Contractor shall be fully responsible for the conduct of his employees. Any act of misbehavior/man handling/theft on part of the Contractor's employees may be treated as a breach of contract.
- 1.26.3 The Officer In-charge shall be at liberty to object the supervisor or any person employed by the contractor in the execution of the work who commit misconduct or be incompetent or negligent and the contractor shall remove the person so objected to be Officer In-charge on receipt of a notice in writing requiring him to do so and shall provide in his place a Competent supervisor/ person at the Contractor's expenses.
- 1.26.4 Contractor his representative/supervisor shall abide by all general regulation in-place on the site and to any special conditions affecting the local administration issued by the Officer In-charge.

1.27 MEDICAL SUPERVISION AND CARE:

- 1.27.1 JMRC shall have right to disallow any worker suffering from any communicable infection/ disease to work in the canteen. In case the medical check-up is not arranged in the first week on half yearly basis a penalty of Rs. 15/- per head per day will be imposed on the canteen contractor.
- 1.27.2 The Contractor shall arrange medical fitness certificate from the Medical Officer authorised by JMRC for every fresh worker initially and after six months for regular workers on requisition of the Officer In-charge.
- 1.27.3 That the canteen contractor shall also make arrangements for periodical medical check-up and insurance of the workers employed by him for the Canteen work.
- 1.27.4 The Contractor shall be fully responsible for providing safety equipment first aid and medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor.

1.28 UNIFORM

- 1.28.1 The canteen contractor shall provide sufficient sets of Uniforms to his employees and shall ensure that they wear these during the duty time and maintain these clean. The contractor shall get the concurrence of JMRC on the design and colour of the uniform. Cost of uniform will be borne by the contractor & nothing extra shall be payable by the JMRC to the Contractor on this account.

1.29 IDENTITY CARDS:

- 1.29.1 After award of contract the contractor shall intimate the names and required particulars of persons to the concerning Officer In-charge
- 1.29.2 Contractor shall issue Identity Cards to all its personnel which shall be jointly signed by the Canteen In-charge and JMRC's Officer In-charge.
- 1.29.3 No person will be allowed to enter in the depot premises without valid identity card. If the identity card is lost, the cost of renewal will be borne by the contractor. The contractor workers will not be allowed to go outside the plant during working Hrs. /shift, once they have entered the depot premises.

- 1.29.4 In case of completion/termination of the contract or any individual workers leaving the job, his/her identity card will be immediately surrendered by the contractor to the Officer In-charge failing which it will be considered as a breach of contract.

2 SPECIAL CONDITIONS OF CONTRACT

2.1 LICENSE FEE:

- 2.1.1 Through this contract, the contractor will given a license to carry on business of canteen for a period of one year or as decided by the JMRC administration on license fee of
- 2.1.1.1 Rs. 500/- per month for Canteen Space and
 - 2.1.1.2 Rs. 50/- per month for use of equipment and furniture as indicated at Clause 3.7.
- 2.1.2 That in case of default in making payment of license fee cited above for two consecutive months, the license shall stand terminated automatically.
- 2.1.3 That the property and other items in terms of furniture, appliances and utensils etc. shall be used only for the purpose prescribed herein, failing which the JMRC will have right to terminate the license forthwith.
- 2.1.4 That JMRC shall have every right to revoke the license on giving seven days notice, if the terms prescribed hereunder are breached and/or if JMRC wants the premises for any other purpose as it thinks necessary
- 2.1.5 That in case of breach of any of the above conditions and on the insolvency of the canteen contractor, the JMRC shall have the right to cancel the license forthwith without any prior notice and re-enter in the property. In case of breach of condition, the JMRC shall further have right to forfeit the entire security amount held in deposit.

2.2 LEGAL COMPLIANCE

- 2.2.1 All the existing rules and future regulations regarding hygiene, health etc. issued by competent authority shall be followed by the contractor. Also, that the canteen contractor shall abide the laws of the land including Minimum Wages Act, Payment of Wages Act, ESI Act, Provident Fund Act, Contractor Labour (Regulation & Abolition) Act, Bonus Act, Workman Compensation Act, as may be applicable to him from time to time and will maintain proper records / Registers of the same.
- 2.2.2 The canteen contractor shall obtain all relevant licenses, certificate etc. from the Municipality and Govt. Local Administration at his own cost and shall keep them revalidated from time to time.
- 2.2.3 The canteen contractor shall be liable to pay all other charges, taxes on property land tax as may be imposed on the property for the license by the Govt. or any local body authority in connection with the running of the Canteen.
- 2.2.4 The license to be granted shall be governed by the Public Premises (Eviction of unauthorized occupants, Act.) as applicable to the establishment.
- 2.2.5 The canteen contractor shall not employ any minor person / worker for the canteen work.
- 2.2.6 The canteen contractor shall obtain a license or registration as per the provisions of the Food Safety and Standard Act as applicable in Jaipur, and shall abide by all other laws, rules and circulars of the government in this respect.

- 2.2.7 That the canteen contractor will have to enter in to an agreement to abide by the rules and conditions, which the JMRC may make from time to time.
- 2.2.8 That the canteen contractor shall cater the canteen services as per timings and system announced by the JMRC from time to time.
- 2.2.9 That the canteen contractor shall not be allowed to take eatables and other material outside the premises of the establishment except with the written permission of the JMRC or its authorized representative.

2.3 INDEMNITY TO LEGAL PROVISIONS:

- 2.3.1 The Contractor shall protect, defend, hold JMRC harmless and indemnified against any legal, Quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of actions of the contractor. In this regard Form T-6 and Form T-7 shall be submitted complete in all respects but errors therein shall not relieve the contractor of implications arising out of its actions.

2.4 JMRC'S RIGHT TO INSPECTION AND ISSUE DIRECTIONS:

- 2.4.1 JMRC and/or persons authorised by it shall have the right at all times to visit and inspect the property and business carried therein.
- 2.4.2 The canteen contractor shall ensure that the quality of foodstuff served is kept up to mark. The canteen contractor shall have no objection of visiting the Canteen Committee Members in the canteen from time to time and decision taken by the JMRC shall be final and binding.
- 2.4.3 The JMRC shall also have the right to order destruction of any eatable and replacement thereof if it is satisfied that the item so prepared is sub-standard or adulterated.

2.5 PENALTY

- 2.5.1 That in the event of any complaint and /or non-fulfillment of any of the terms of agreement regarding quantity / quality of meals/snacks; or in event of non-supply or delay in supply, short supply of meals, irregular and untimely running of the mobile service, use of inferior type of ingredients, stuff, raw materials of the eatables, the JMRC may impose fine not exceeding Rs.1000/- (Rupees One thousand only) per day for any of one of the above mentioned defaults depending upon its nature and the fine so imposed shall be realized by deducting the amount from security deposit. For the purpose of acceptance of a complaint, a written complaint from any section head will be a valid document. It will be the responsibility of the Contractor to prove it to the entire satisfaction of the JMRC that the penalties need not be imposed. The decision of the JMRC in this regard will be final and binding to the Contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the JMRC.
- 2.5.2 That the canteen contractor shall keep the premises in a clean sanitary condition and shall be liable to pay the cost and compensation for any damage caused to be premises and adjacent to it (refer Clause 3.8). He shall not be entitled to make any alteration in the premises without the permission in writing. In the event of lack of cleanliness and hygienic conditions in the canteen, a penalty of Rs.200/- (Rupees two hundred only) per incident may be imposed on the contractor till remedial action is taken.

- 2.5.3 Contractor shall ensure that peace and order is maintained in the canteen. If peace and order in the canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs.200/- (Rupees two hundred only) for such lapse leading to disturbance of peace / order may be imposed by the JMRC.
- 2.5.4 The canteen contractor shall maintain a register of attendance of his employees which are required for canteen operational and JMRC shall be entitled to check their attendance so marked in the register as also their physical attendance at any time. The JMRC or its authorized representative shall be entitled to check/inspect payment of wages to the employees of the canteen contractor.
- 2.5.5 If the JMRC finds that the contractor is misusing the facilities provided by JMRC for running the canteen for any other purpose not covered under the contract, the JMRC will be free to levy penalty which may extend to Rs.1000/- (Rupees one thousand only). To elaborate further, the contractor shall not sell any other good/service, and shall not use the premises to conduct any activity, other than those explicitly prescribed or permitted herein this document.
- 2.5.6 In the event of any helper/cook or any other employee having been found on duty without uniform, JMRC may impose a penalty of Rs.100/- (Rupees One hundred only) or every such occasion/eventuality. The contractor shall be personally responsible for ensuring that all the staff members wear uniform on duty.
- 2.5.7 Contractor shall ensure that none in his employment is allowed to sell meals to unauthorised outsiders within the building. In the event of any employee being found selling meals to unauthorized persons, the contractor shall remove such person on the instruction of such officer authorized by the JMRC.
- 2.5.8 Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the JMRC and also ensure good manners. Any case of violation in this regard may render contractor liable for penalty of Rs.200/- (Rupees Two hundred only) on each of such occasion. Contractor will have to remove the person concerned from the roll, if so instructed by JMRC's Officer-in-Charge in such cases.
- 2.5.9 That no objectionable item other than these prescribed shall be prepared and sold by the canteen contractor failing which sum of Rs. 100/- per day for each such activity shall be imposed.

2.6 TERMINATION OF CONTRACT

- 2.6.1 The canteen contractor shall have to agree with the recommendations of JMRC regarding quality and shall also accept prescribed penalties as imposed by JMRC. Compliance with such directives of JMRC regarding quality of food and other issues shall be undertaken within 3 days of such notice from JMRC, failing which the contract may be terminated without any further notice and would lead to forfeiture of security deposit and cancellation of license.

3 SCOPE OF WORK

3.1 FOOD/ SNACK DETAILS

- 3.1.1 The Contractor shall be required to operate the Canteen at the Administration Building of JMRC at Mansarovar Depot, Jaipur. He will be required to prepare and serve meals, snacks and tea/coffee etc as prescribed herein.
- 3.1.2 All meals, snacks and tea/coffee shall be permitted to be sold at only fixed prices as approved by JMRC.

3.1.3 However, packaged food e.g. soft-drinks, fruit juice, butter-milk (lassi), biscuits and namkeen etc. may be sold at MRP rates.

3.1.4 Indicative Meal Menus have been prescribed in following clauses. However, final meal composition will be as per the suggestions and approval of the Canteen committee/ in-charge as constituted by JMRC.

Menu may be changed in accordance to demand of the employees.

3.1.4.1 **Breakfast:** Breakfast Menu will be regularly rotated amongst the following combinations:

- a) Puri (4 nos) + Choley/ Aloo Matar sabzi (200 gm)
- b) Parantha (2 nos.) + Pickle (10 gm)/ Aloo Dry (50 gm)
- c) Idli/Vada (4 nos.) with Sambhar (150 gm)
- d) Aloo Parantha Bharwan with Pickle/ Ketchup
- e) Bread Cutlets
- f) Sandwich
- g) Pohe

3.1.4.2 **Meal:**

a) All meals shall essentially comprise of **all** the following:

Item	Quantity	Items to be rotated
Roti/ Chapati	150 gm	Tawa Roti for five days in a week, Tandoori for two days
Rice	150 gm	Boiled Rice/ Fried Rice/ Vegetarian Biryani
Dal	150 gm	Arhar, Choley, Rajmah, Mixed Dal, Urad Makhani, Moong Masoor, Chana
Seasonal Vegetables	150 gm	Shahi Paneer, Vegetable mix, Bhindi, Matar Paneer, Vegetable Kofta, Aloo Shimla Mirch,
Curd Product	100 ml	Mix Raita/ Boondi Raita/ Curd/ Yoghurt
Salad	One serving	Onions/ Chakunder/ Raddish (Mooli)/ Carrot (Gajar)/Tomato/Cucumber
Pickle	One serving	Mixed or as per season
Papad	One small papad	Bikaneri Papad, roasted (not fried).
Sweet	40 gm	Rasgulla, Gulab Jamun, Halwa, Besan Laddu etc.

b) Butter and Extra quantities of the items above shall be made available on extra payment basis.

3.1.4.3 **Snacks and Tea/Coffee**

a) The following snacks and the snack menu shall be rotated amongst the following

- i. Bread Pakora (75 gms each)
- ii. Samosa (75 gms each)
- iii. Dal Kachori (75 gms each)
- iv. Mirchi Bada (75 gms each)

b) Snacks and Tea/ Coffee will be sold at agreed rates

c) Snacks may be changed in accordance to demand of the employees but with intimation/ approval of Engineer In-charge .

- 3.1.5 Provided further that the management reserves the right to require any other eatable at any time from the canteen contractor, in addition to these mentioned items at reasonable and mutually acceptable price e.g. Patties, Maggie, Pastry, Juice/Shake, Hot milk etc.
- 3.1.6 Only vegetarian meals and snacks will be served. Egg and Meat Products will not be permitted.
- 3.1.7 Tobacco or its related products like Paan, Gutka etc. will not be permitted

3.2 QUALITY OF FOOD

- 3.2.1 All food items to be used should be fresh and must not be beyond their expiry period, and shall comply with standards and systems as prescribed by the government under the Food Safety and Standards Act, 2006.
- 3.2.2 The following quality of branded ingredients will be used subscribing to Agmark standards. Variations may be used only after approval of the Canteen committee/ Engineer In-charge.
- Rice will be branded i.e. Lalkila/Basmati/ India Gate or equivalent
 - Flour will be branded:-Ashirwad/ Shakti Bhog/ Annupurna or equivalent
 - Cooking Oil:- Good popular brand seal packed refined vegetable oil and refined vegetable Ghee will be used in preparation of food articles e.g. Nature Fresh/Chambal//Postman etc. or equivalent. Surplus oil shall not be re-used.
 - For preparation of tea only a good/standard quality of leaf tea will be used.
 - For preparation of coffee, instant tea mix of Nestle/ Bru will be used.
 - Challan of refined vegetable Ghee, refined vegetable oil also vetted material should be enclosed in stock register and on demand of either committee or officer level or above should be produced for inspection.
- 3.2.3 That the canteen contractor shall keep a minimum of one week's stock of all raw material like Aatta, Sugar, Tea-leaf, Besan, Oil, Potatoes, Onions etc. Green vegetables, Bread & Milk shall be procured fresh every day. The canteen contractor shall also keep in ready stock condensed / Milk Powder available for inspection.
- 3.2.4 The canteen contractor shall ensure that the quality of tea mugs and other required disposables in the canteen including the kiosks are duly approved by the JMRC before they are put to use. Further, the distribution cans/ utensils will be kept clean and hygienic.

3.3 TIMING

- 3.3.1 The canteen shall be kept open as per the instructions issued by the JMRC. During the time when the Canteen is opened, items as per approved list shall be made available for sale in the Canteen.
- 3.3.2 Canteen and Kiosks will also be kept open on Sundays and holidays as per the instructions issued by the JMRC.
- 3.3.3 The indicative timings for shifts working in JMRC are as below:

Shift Timings	Shift Timings
Morning Shift	0600 to 1400
General Shift	0900 to 1730
Evening Shift	1400 to 2200
Night Shift	2200 to 0600

3.4 DISTRIBUTION

- 3.4.1 The canteen contractor shall ensure that all the time detailed eatables/ items quoted above are made available in the canteen or any other distribution point as decided by the JMRC from time to

time, to serve the following main sub-areas (in this connection if required more than the defined staff can deployed the canteen contractor with the approval of Engineer In-charge):

3.4.1.1 Admin building attached to the Mansarovar Depot.

3.4.1.2 Other areas of Rolling Stock department at Mansarovar Depot.

3.4.2 Within the areas of Rolling Stock Department at Depot, the canteen contractor shall arrange to distribute tea and snacks through trolleys and mobile services in the depot area at different distribution points as under:-

(a) Distribution points:

As notified by Engineer In-charge from time to time

3.4.3 The eatable items in the Canteen shall be sold against Cash/Coupons and not on credit.

3.5 RESTRICTED ACCESS

3.5.1 The contractor and its staff shall only access those areas as explicitly permitted by JMRC's office in charge. All other areas shall be restricted for access to the contractor's staff.

3.5.2 In no case shall the contractors be permitted inside the following areas:

3.5.2.1 Operations Control Centre (OCC).

3.5.2.2 Overhead Electrified areas (OHE zones).

3.5.2.3 Inside the Rolling Stock while it is in the depot area.

3.6 MANPOWER

3.6.1 That the canteen contractor shall engage minimum persons as detailed below for running and maintenance of the canteen including the kiosks or any other distributing points.

S.N.	Designation	Minimum No. of Personnel required	Labour (Highly Skilled/ skilled /Un-skilled)
1	Cooks	2	Highly Skilled
2	Helpers to cook	1	skilled
3	Canteen boys / labour/ delivery boys/ Sweeper	1	Un-skilled
	Total	4	

3.6.2 That it shall be responsibility of the canteen contractor to make arrangement of up-keep and cleanliness of the Canteen and various distribution points. All the expenses incurred in the purchase of all items/ material (except dining area) used for cleaning, such as brooms, cleaning soaps / powder, detergent power etc. will be borne by the canteen contractor.

3.7 EQUIPMENT, FURNITURE AND UTENSILS

3.7.1 In lieu of the license fee at Clause 2.1, JMRC shall provide equipment, furniture and utensils to the contract as a part of this contract.

3.7.2 JMRC shall reserve the right to decide on the list of such equipment, furniture and utensils. However, the indicative list of kitchen equipments, furniture and Cutlery is as follows:

3.7.2.1 Part-A (List of Kitchen Equipment and Furniture)

S.NO.	DESCRIPTION SIZE	Size	UNIT	QTY.
1.	TWO BURNER RANGE	48"x24"x30"	Nos.	2
2.	WORK TABLE WITH UNDERSHELF	18"x24"x34"+6"	Nos.	2
3.	CHAPTI PLATE PUFFER	48"x24"x34"	Nos.	1
4.	CHAPTI ROLLING TABLE	36"x24"x34"+6"	Nos.	1
5.	UNDER COUNTER REFRIGERATOR	60"x24"x34"	Nos.	1
6.	EXHAUST HOOD-S.S	78"x36"x24"	Nos.	1
7.	TRIPLE DEEP FAT FRYER	36"x30"x34"+6"	Nos.	1
8.	TEA BOILER	40 LTR.	Nos.	1
9.	MILK BOILER	20 LTR.	Nos.	1
10.	UNDER COUNTER REFRIGERATOR	72"x27"x34"	Nos.	1
11.	FOUR DOOR REFRIGERATOR	48"x30"x80"	Nos.	1
12.	DOUGH MIXER	25 KG.	Nos.	1
13.	POTATO PEELER	10 KG.	Nos.	1
14.	PULVERIOSER	STD.	Nos.	1
15.	WEIGHT GRANDER	5 KG.	Nos.	1
16.	WORK TABLE WITH UNDERSHELF	18"x24"x34"+6"	Nos.	1
17.	CLEAN DISH RACK	36"x18"x72'	Nos.	1
18.	STORAGE RACK	36"x18"x72'	Nos.	1
19.	SOILED DISH LANDING TABLE WITH GARBAGE CHUTE	60"x24"x34"+6"	Nos.	1
20.	THREE SINK	72"x24"x34"+6"	Nos.	1

21.	HOT BAIN MARIE	60"X24"X34"	Nos.	2
22.	PUCKUP COUNTER	48"x24"x34"	Nos.	2
23.	COLD BAIN MARIE	60"X24"X34"	Nos.	1
24.	WATER COLLER	150 LTR.	Nos.	1
25.	BUSSING TROLLY	24"X36"X36"	Nos.	1
26.	GAS PIPE LINE WITH ACCESSORIES	STD.	Feet	100
27.	Halwa Plate(s.s.)	STD.	Nos.	50
28.	Glass (s.s.)	STD.	Nos.	150
29.	Bhojan Thali with in built partitions (s.s.)	STD.	Nos.	150
30.	Plate (s.s.)	STD.	Nos.	50
31.	Thali (s.s.)	STD.	Nos.	50
32.	Katori (s.s.)	STD.	Nos.	100
33.	Jug (s.s.)	STD.	Nos.	20
34.	Spoon (s.s.)	STD.	Nos.	150
35.	Fork (s.s.)	STD.	Nos.	150
36.	Cup Plate(Bharat Bakery)	STD.	Set	102

3.7.2.2 PART-B (Cafeteria Furniture)

S.No.	DISCRIPTION	UNIT	QTY
1	Rectangular Cafeteria Table (1200mm WX750mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.	Nos.	10
2	Rectangular Cafeteria Table (1800mm WX800mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.	Nos.	10
3	Café chair	Nos.	100

3.7.3 That the canteen contractor shall be responsible for repair and maintenance of the canteen equipment and appliances at his cost .He will also arrange replacement of Bulb/Tube light/Heater coil etc. Any damage to the canteen equipment and/or appliances that are supplied by JMRC to have

been caused due to negligence or willful action on part of the contractor shall be recovered from the contractor to the extent of the depreciated cost of the item.

- 3.7.4 The cases of normal wear & tear and repair of water cooler/ fans/ water taps may be done at JMRC cost.
- 3.7.5 That either canteen contractor or his representative will be present during the general shift and peak hours of the canteen.
- 3.7.6 That the canteen contractor shall be liable to abide by rules/laws as may be applicable to canteen establishment.
- 3.7.7 Contractor would have to make his own arrangements for gas/ coal etc. for burners or tandoors.
- 3.7.8 There will be no price variation in the prices once accepted by JMRC for the entire duration of the contract.

3.8 CLEANING AND WASTE DISPOSAL

- 3.8.1 The canteen premises shall be kept neat & tidy condition. Eco friendly mops and disinfection detergents / liquids shall be used promptly. The disinfection detergents /liquids should not destroy the surface of flooring.
- 3.8.2 Serving tables, dining tables and chairs etc. shall be kept clean.
- 3.8.3 Cleaning shall not cause any damage to the Buildings, Equipment, and Personnel etc.
- 3.8.4 The Oil/grease stains and slippery will tend to develop on the surface of the floors, walls of the kitchen area; so proper cleaning should be done to clean the said stains and slippery portion. No damage to the floor surface to be occurred due to excessive cleaning operations. The contractor shall dispose waste only at the earmarked space.
- 3.8.5 The contractor shall be responsible for promptly clearing all litter and waste generated due to its actions at distribution points as well.

3.9 ELECTRICITY AND WATER CONSUMPTION CHARGES

- 3.9.1 JMRC shall bear the electricity and water consumption charges of the canteen.
- 3.9.2 However, JMRC shall not permit installation of any power-consuming equipment in the canteen other than the ones provided/authorized by JMRC.

3.10 PRE-BID QUERIES FORMAT {to be filled by the Tenderer}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID (s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person (s)	Address for Correspondence	Email-ID (s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	TENDER Page No.	TENDER Rule No.	Rule Details	Query/Suggestion Clarification

Note: - Queries should be submitted in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

4 GENERAL FORMATS (TO BE FILLED BY SUCCESSFUL TENDERER)

FORM 1: FORM OF TENDER

FORM 2: FORMAT OF BANK GUARANTEE FOR TENDER SECURITY

FORM 3: FORM OF AGREEMENT

FORM 4: POWER OF ATTORNEY FOR SIGNING OF BID

FORM 5: INDEMNITY BY CONTRACTOR

FORM 6: CURRICULUM VITAE (to be filled by each employee of the contractor)

4.1 FORM 1: FORM OF TENDER

Tenderers are required to fill up all the blank spaces in this Form of Tender.

Name of Work: TENDER FOR PROVIDING CANTEEN SERVICES

To

General Manager (Rolling Stock)

Jaipur Metro Rail Corporation Limited,

Admin Building, Metro Train Depot, Bhriagu Path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract of JMRC as well as Special Conditions of Contract, Specifications, Scope of Work, 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. _____ (in words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 7days of issue of the JMRC’s order to commence and to run the whole of the Works comprised in the Contract up to 12 months calculated from the date of Commencement of the work, as indicated in the Appendix.
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 the General Conditions of the Contract and as indicated in the Appendix.
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 180 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.

Name..... in the capacity of duly authorised to sign Tenders for and on behalf of..... Dated this.....day of..... 2016

Signature

Witness –

Address

Signature

Name

Address

4.2 FORM 2: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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 PROVIDING CANTEEN SERVICES (hereinafter called "the contract") to M/s _____ (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.1.5 LAC (Rupees one lac fifty thousand only).

Now we the Undersigned _____ (Name of the Bank)

Being fully authorized 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 18 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 above, 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 or of the Employer.

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) 2016 being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Signature of the Contractor with Stamp/ seal & Date

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.

Witness 2.

Signature

Signature

Name

Name

Address

Address

4.3 FORM 3: FORM OF AGREEMENT

This Agreement is made on the _____ day of _____ 2016 Between General Manager(Rolling Stock), Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhrigu Path, Mansarovar, Jaipur 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 that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. “ JMRC/O&S/RS/2015-16/NIB/006” providing canteen services at Mansarovar Depot here in after called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

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 award
- 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
- h. Addendums, if any
- i. Other conditions agreed to and documented

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

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the 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/labor recruited by the Contractor for providing canteen services at Mansarovar Depot will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labor 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/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

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note :

- + To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** To be deleted if not applicable

4.4 FORM 4: POWER OF ATTORNEY FOR SIGNING OF BID

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 (here in after 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/RS/2015-16/NIB/006 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 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 there of thousand /or till the entering into of the Contracts with JMRC.

And we here by agree to ratify and confirm and do here by 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 power share by 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 thisday of.....,2016.

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 here under on behalf of the Applicant.

4.5 FORM 5: INDEMNITY BY CONTRACTOR'S STAFF

(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

4.6 FORM 6: CURRICULUM VITAE (to be filled by each employee of the contractor)

Affix self-attested photograph

NAME : _____

FATHER NAME : _____

DATE OF BIRTH : _____

PERMANENT ADDRESS : _____

RESIDENTIAL ADDRESS : _____

MARITAL STATUS : _____

EDUCATIONAL QUALIFICATION : _____

EXPERIENCE : _____

LANGUAGE KNOWN : _____

NATIONALITY : _____

CATEGORY : _____

DATE:

[Signature box]

PLACE:

Thumb Impression

SIGNATURE

Designation of staff

.....

(To be filled by contractor)
Attested by authorised person
(Seal & Signature of proprietor)
Phone/Mobile No: -

5 FORMS TO BE FILLED WITH TECHNICAL BID SUBMISSION

FORM T-1: GENERAL INFORMATION

FORM T-2: EXPERIENCE & TECHNICAL COMPETENCE

FORM T-3 PERSONNEL PROPOSED FOR THE WORK

FORM T-4 FINANCIAL DATA

FORM T-5 STATEMENT OF DEVIATIONS

FORM T-6 FORMAT FOR TENDER SECURITY (IN CASE OF BANK GUARANTEE)

FORM T-7 INDEMNITY BY CONTRACTOR

FORM T-8 DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

5.1 FORM T-1: GENERAL INFORMATION

- 1 Bidder Company details (in case of consortium, 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 of correspondance:
 - (d) Phone Number:
 - (e) Fax Number:
- 3 PAN Number :
- 4 Bank Account Details (for purpose of receiving payment from JMRC) :
 - a. Name of the Account Holder:
 - b. Account Number /type :
 - c. Name of the Bank & Branch:
 - d. IFSC code

Signature of the Contractor with Stamp/ seal
& Date

5.2 FORM T-2: EXPERIENCE & TECHNICAL COMPETENCE

1: DETAIL OF WORK EXPERIENCE (Completed as well as ongoing certificates issued by employer are to be attached):-

S.N.	Worked with (Name of organization)	Period		No. of Staff, served with catering services	Type of service- Office/Hostel /Hotel, Educational Inst. etc.	Whether Experience certificate attached (Yes/No)
		From	To			
1.						
2.						
3.						
4.						
5.						

Signature of the Contractor with Stamp/ seal
& Date

5.3 FORM T-3: PERSONNEL PROPOSED FOR THE WORK

That the canteen contractor shall engage minimum persons as detailed below for running and maintenance of the canteen including the kiosks or any other distributing points

S.N.	Designation	Minimum No. of Personnel required	No. of Personnel proposed	Labour (Highly Skilled/ skilled /Un-skilled)
1	Cooks	2		Highly Skilled
2	Helpers to cook	1		skilled
3	Canteen boys / labour/ delivery boys/ Sweeper	1		Un-skilled
	Total	4		

Note:

- a. No Deviation in the Deployment of min. no. of personnel for working in canteen shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
- b. In order to achieve a very high standard of canteen service, if required, more no. of personnel than the min. no. of personnel as mentioned above can be deployed. However, the Deployment of personnel shall never be less than the min. no. of personnel to be deployed as mentioned above.
- c. The Min. no. of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day as specified in this Tender.
- d. 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.

Signature of the Contractor with Stamp/ seal
& Date

5.4 FORM T-4: FINANCIAL DATA**a. Total value of work done during the period 2012-2013 to 2014-2015**

S.No.	Description	Year 2012-2013 (Rs.)	Year 2013-2014 (Rs.)	Year 2014-2015 (Rs.)

Signature of the Contractor
with Stamp/ seal & Date

5.5 FORM T-5: STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the "Instructions to Tenderers", "General Conditions of Contract", "Special Conditions of Contract and Tender Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Note:

- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating '**No Deviations**'.
- The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing of his deviations if the same are unacceptable to the Employer.

Signature of the Contractor
with Stamp/ seal & Date

5.6 FORM T-6: FORMAT FOR TENDER SECURITY (IN CASE OF BANK GUARANTEE)

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 providing canteen services at Mansarovar Depot hereinafter called "**the tender**" and whereas the tenderer is required to furnish a bank guarantee for the sum of Rs. 60,000/- 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:

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.

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 or in the constitution of the Employer.

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.

That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 180 days from the last date of tender submission.

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.
- c. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - i. Fails or refuses to furnish the Performance Security and/or
 - ii. Fails or refuses to enter into a Contract within the time limit specified.

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 the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Name of Official

Designation

I.D. No.

Stamp/Seal

of the Bank

5.7 FORM T -7: INDEMNITY 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

5.8 Form T-8: Declaration by the Bidder regarding Qualifications**Declaration by the Bidder**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the JMRC.
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 and Place:

Signature:

Name

Company:

Company Seal:

6 FINANCIAL BID

The tenderers are requested to quote their rates of Standard Meal and snack items in the following Proforma against the base rates:-

S.No	Items	Base Rates* (Rs.)	Estimate Consumption/day (Only for purpose of assessment of Lowest Bidder) (A)	Unit Rate for each item (Rs.) (B)	Quantum of Business per day as estimated by bidder (Rs.) (A) x (B)
1.	Meal	45	50		
2.	Breakfast	20	40		
3.	Snacks	10	100		
4.	Tea	5	150		
5.	Coffee	10	50		
(C) = TOTAL ESTIMATED QUANTUM OF BUSINESS PER DAY (ONLY FOR COMPARISON OF BIDS)					

NOTES*:

- 1) All rates must be quoted **rounded off to nearest 1 rupee**. If not quoted in such way, JMRC shall have the right to round off accordingly.
- 2) The contractors can quote rates below/ above this base rate, but that rates shall be workable in terms of canteen requirements.
- 3) **The rates quoted shall be inclusive of all statutory taxes including Service Tax & Sales Tax**
- 4) Extra items as below will be sold, and shall not form a part of the quoted prices:
 - a) Extra Roti/ Chapati will be sold at a rate of Rs. 3 per roti.
 - b) Extra serving of Dal/ Vegetable will be sold at a rate of Rs. 7 per serving.
 - c) Packaged Goods at MRP.
 - d) Rates of extra servings of other items shall be as mutually agreed between contractor and JMRC.

I have read and understood the contents of the tender and unconditionally agree to abide by them, in acknowledgement of which I sign below:

Date and Place:

Signature:

Name

Company:

Company Seal: