



JAIPUR METRO

Customer Satisfaction and Performance Survey
(PHASE-1A: MANSAROVAR TO CHANDPOLE METRO STATION)

BID DOCUMENT

(CONTAINING NOTICE INVITING BID (NIB), INSTRUCTION TO BIDDERS
(ITB) AND FINANCIAL BID)

JAIPUR METRO RAIL CORPORATION LTD.
Directorate of Operations & Systems
406, Admin Building, Mansarovar Depot, Bhrigu Path,
Mansarovar, Jaipur-302020

Website: www.transport.rajasthan.gov.in/jmrc

Email: edop@jaipurmetrorail.in

Signature of Authorized Signatory



JAIPUR METRO RAIL CORPORATION LTD.

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Signature

NOTICE INVITING BID (NIB)

NIB No. JMRC/O&S/OP/SURVEY/2018-19/NIB/02

Date: 17-07-2018

1. GENERAL

- 1.1. Jaipur Metro Rail Corporation Ltd. (JMRC) invites sealed bids by Open competitive bidding process for Customer Satisfaction and Performance Survey along with Phase-1A : Mansarovar to Chandpole Metro Stations (9 Metro stations) corridor within the Two Kilo-Meter Radius.
- 1.2. The key details of the NIB are as follows:

| | | | |
|----|---|---|---|
| a. | Name of Work | : | Bid for Customer Satisfaction and Performance Survey along with Phase-1A: Mansarovar to Chandpole Metro Stations (9 Metro stations) corridor within the Two Kilo-Meter Radius. NIB No: JMRC/O&S/OP/SURVEY/2018-19/NIB/02 |
| b. | Approximate Cost of service (Expected Premium to be paid for Survey) (Excluding GST @18%) | : | Rs. 2,50,000/- (for One Survey) |
| c. | Bid Security Amount (by Demand Draft / Bankers Cheque/ Bank Guarantee, payable in favour of Jaipur Metro Rail Corporation. Ltd.). | : | Rs. 5,000/- (2% of the Estimated Cost) |
| d. | Cost of Bid form (Non-refundable) | : | Rs. 590/- (Rs.500/- Bid Cost + 18% GST) by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corporation. Ltd. |
| e. | Bid Document availability period | : | From Date: 17/07/2018, Time: 17:00 hrs. To Date: 01/08/2018, Time:15:00 hrs. |
| f. | Pre Bid Meeting | : | Date: 23/07/2018, Time:11:30 hrs. |
| g. | Authority and place for Pre-bid Meeting, seeking clarifications etc. | : | O/o Dy. General Manager (Operations), Room No. 418, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur-302020 |
| h. | Bid Document submission Start & End Date | : | From Date: 30/07/2018, Time: 15:00 hrs. to Date: 01/08/2018, Time: 15:00 hrs |
| i. | Venue of submission of Bid | : | O/o Dy. General Manager (Operations), Room No. 418, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur-302020 |
| j. | Date & Time of opening of Bid | : | Date: 01/08/2018, Time: 15:30 hrs. |
| k. | Venue of opening of Bid | : | O/o Dy. General Manager (Operations), Room No. 418, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur-302020 |
| l. | Validity of Bid | : | 90 days from the last date of submission of bid. |
| m. | Stipulated date of Commencement of work | : | Within seven days from the date of issue of "Letter of Commencement or as mentioned in the LOA". |
| n. | Period of Completion of work | : | 1 Month from the date of commencement. |
| o. | Performance Security | : | 5% of the Contract Price |

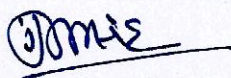
The bid invited under RTPPR Act, 2013 & rules there under:

- 1.3. The Bid document consists of :-

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

Note:-

- (A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the below mentioned websites. All the information, intimation and updates regarding this tender shall be published on below mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- (B) If the date of opening is declared holiday, then Bids will be opened on next working day.



1.4. **Availability and Issue of Bid Documents**

The Bid documents consisting of Specifications, Schedule of quantities of work to be done and set of terms and conditions of contract to be complied with by the contractor, whose Bid may be accepted and all other information/documents pertaining to the work will be open for inspection for Bidders and can be obtained from the O/o Deputy General Manager (Operations), 418, Admin Building, Mansarovar Depot, Bhrigu Path, Mansarovar, Jaipur-302020 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.

However, to acquire the Bid document, bidder may approach **O/o Deputy General Manager (Operations), 418, Admin Building, Mansarovar Depot, Bhrigu Path, Mansarovar, Jaipur-302020** or the complete bid document can also be downloaded from corporation's website www.transport.rajasthan.gov.in/jmrc or state procurement portal i.e., <http://sppp.rajasthan.gov.in> The bidder can use this downloaded Bid Document for submission.

2. **Eligibility Conditions**

| Eligibility criteria | Document required to substantiate the same (All documents should be attested and self attested both) |
|--|--|
| The Eligibility Criteria for the bidders is that the bidder should be ❖ A proprietorship firm/ partnership registered / LLP / Private or Government Company / NGO Established presence in Jaipur with adequate resources for survey and Annual Turn Over Financial Year 2017-18 not less than Rs 6 lakhs. | <ul style="list-style-type: none"> ➤ Should be in existence since last two financial year ➤ An Undertaking certifying that firm should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organization during last one financial year ending 31.03.2018 ➤ A certificate from CA for Annual Turn Over of last two financial year ➤ An undertaking certifying availability of Branch(es) of the Survey Company at Jaipur. |

*Note: The bidder is required to submit its firm registration (if applicable) for Goods & Service Tax.

3. **OVERVIEW OF JAIPUR METRO RAIL CORPORATION LTD.**

The East West Corridor from Mansarovar to Chandpole, with a total length of 9.7 kms is in operation executed as Phase-1A.

The Government of Rajasthan has set up the "Jaipur Metro Rail Corporation Ltd." as a wholly owned company of the State Government for implementation of Jaipur Metro Rail Project.

About Jaipur Metro

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

General Manager (Operations)
(Procuring Entity)

JAIPUR METRO RAIL CORPORATION LTD,

406, Admin Building, Mansarovar Depot,
Bhrigu Path, Mansarovar, Jaipur – 302020

Tel: +91-141-2822104

Email: edop@jaipurmetrorail.in

DMH



INSTRUCTION TO BIDDERS (ITB)

General Guidelines:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
 - B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document, Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document may not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
 - C. Bidders should provide all the required information and attach supporting documents as earmarked/ mentioned signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
 - D. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
 - E. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
 - F. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities.
 - G. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
 - H. Bids will not be considered if Bidders make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work.
 - I. Bidders may remain in touch with the JMRC's website www.transport.rajasthan.gov.in/jmrc or state procurement portal <http://sppp.rajasthan.gov.in> for any kind of latest Information, Addendum, Clarification, etc.
 - J. The words 'bid' and 'tender' have been referred interchangeably in this bid document.
- 1 Bid Document**
- 1.1. The Bid Document is meant to select contractor for customer satisfaction and performance survey. Necessary detail of required services is there in the Scope of Work at 2.0 below.
 - 1.2. The Bid Document duly encompasses the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s). Same has been delineated by various parts of the Bid Document as mentioned in clause 1.2 of the NIB.



2 Scope of Work

2.1 **Aim of survey:** Contractor shall be required to execute Customer Satisfaction and Performance Survey. The services shall be required for the East West section of Jaipur Metro i.e from Mansarovar Station to Chandpole Station including of 8 Elevated Stations and 01 underground Station. In an effort to further improve services and to connect more riders "JMRC" intend to perform a detailed rider survey at around all the nine stations within the radius of 2 KM along the corridor.

2.2 Customer/Riders Satisfaction Survey shall provide expectations and satisfaction level of riders and shall be performed at around nine metro stations of its route namely: 1.Mansarovar (MSOR), 2.New Atish Market (NAMT), 3.Vivek Vihar (VKVR), 4.Shyam Nagar (SMNR), 5.Ram Nagar (RMNR), 6.Civil Lines (CLJP), 7.Railway Station (MRSN), 8.Sindhi Camp (SICP) and 9.Chandpole (CDPF).

2.3 The objective of the survey is:

- To provide the necessary inputs for improvements in ridership;
- Examine the following dimensions::
- connectivity between the metro stations and surroundings,
- Facilities required to riders/customers,
- factor barriers to increase ridership,
- Barriers to ride.

2.4 To establish the baseline for evaluation of impacts of future interventions;

- to increase understanding of how and what changes need to be made in order to better support innovation in the JMRC.

2.5 Target and stratification strategy:

The survey intends to cover 250 nos. of residents in the radius of 2 km. across/centred each metro station. Sample size is 250 nos at each approach area and total of minimum 2250 nos shall be surveyed. The questioner shall be prepared by survey agency for approval of JMRC. The questions shall cover almost all aspects of Metro's functioning to assess how the services can be further improved. The aspects which the survey shall cover are – overall satisfaction, availability, accessibility, ease of use, information prior to and during travel, reliability, customer care, comfort, crowding, security etc.

2.6 The survey shall be done above the 18 years respondents, categorised as public representatives, residential welfare associations (RWAs), working women's, college students, service men working in Private as well as Government organizations, retired person etc. Survey agency must follows quality standards and parameters to complete the assignment.

2.7 The bidder will be in charge of implementing the survey based on the survey instrument approved by JMRC. To be more specific, the bidder will undertake the following tasks:

Activity One: Create a instrument/survey form i.e. approved by JMRC.

Activity Two: Selection of individuals to be trained for data collection/survey.

The sub-activities under activity two to be undertaken are as below:

- Suggest number of surveyor
- Provide the name of surveyor.
- Surveyor trained by firm's expert.

Activity Three: Data collection.

The sub-activities under activity three to be undertaken are as follows:

- Data to be collected as per the survey conducted by firm.
- Each station report to be provided to the Engineer In-charge on JMRC that have been surveyed.
- Data to be transcribed into an excel database in a USB Drive (editable format), format shall be given by JMRC.

Activity Four: Final collation of results.

The sub-activities under activity four to be undertaken are as follows:

- Provide final collated database of survey responses in the excel form for each metro station.
- Provide final cumulative analysed report which detailed the overall scenario of respondents under approved content points by "JMRC"

- Provide responses from riders/customers in hard copy.
 - Plotting of the GPS points on the Map for the surveyed locality with proper legends and coloring schemes.
 - Submission of duly verified survey forms i.e. binded in 50 nos. of forms.
 - A presentation which includes operational efforts to improve better service reliability to attract and retain riders
- 2.8 The period of contract shall be for a period of 1 (One) month from the date of commencement.
- 2.9 The above services may be required at the following sections (as a whole or in part) of Jaipur Metro: -
East-West Corridor (Mansarovar to Chandpole Stations of Rail Elevated & Underground Corridor Section)
The quantity of items shown in the Scope of Work/Financial Bid is approximate and liable to vary during the actual execution of the work. The contractor shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the same rate as specified in the Scope of Work / Financial Bid.
- 3 **Who can Apply**
Those survey companies/organizations who qualify the eligibility conditions as mentioned in the notice inviting Bid (NIB) can apply for the Bid.
- 4 **Bid Requirements**
In this bid process, the bid document requirement has been detailed below.
Bidder should mark "Bid Envelope", on the envelope containing following: -
- 4.1 The bidder shall enclose signed and stamped copy of the Bid Document including BOQ. Besides this, all other associated / required documents shall be submitted duly numbered and signed and stamped by the bidders. All applicable Annexures/ Proformas shall be duly filled by the contractor.
- 4.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.
- 4.3 The bidder shall be required to enclose signed/stamped copy of valid Registrations/ statement as per following:-
- Should be in existence since last Two financial year
 - An Undertaking certifying that firm should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organization during last one financial year ending 31.03.2018
 - A certificate from CA for Annual Turn Over of last two financial year
 - Copy of GST Registration and Income Tax Registration.
 - An undertaking certifying availability of Branch(es) of the Survey Company at Jaipur.
 - An undertaking that bidder will complied all statutory and labor law provisions.
- 5 **Bid Clarification Process: Query from Bidders**
- 5.1 If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Bid Document, he may seek clarifications in the form of query, in writing, from the **O/o General Manager(Operations), 406, Admin Building, Mansarovar Depot, Bhriku Path, Mansarovar, Jaipur-302020** as per schedule given in the Notice Inviting Bid. Authorized Reply to Query as mentioned at 5.2, if any given by JMRC, shall form part of the Bid Document.
- 5.2 Except for written clarifications (Reply to Query (s) or otherwise) from the office of General Manager (Operations), which is expressly stated to be an addendum to the bid document issued by JMRC, no written or verbal communication/ presentation/explanation by any other employee of JMRC shall be taken to bind or fetter JMRC under the bid/contract.
- 6 **Cost of Bidding**
The bidder shall bear all costs associated with the preparation and submission of his bid and JMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



7 Site Visit

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

8 Bid Validity

The bid shall remain valid and open for acceptance for 90 days from the date of submission of the bids. In exceptional circumstances, prior to the expiry of the bid validity period, JMRC may request the bidders for a specified extension in the period of bid validity. The request and the response thereto shall be made in writing or by tele-fax. Bidders may refuse the request. Bidders agreeing to the request for extension of bid validity period shall not be permitted to modify their bid.

9 Bid Security

9.1 The bidder shall furnish bid security of the amount in the manner as mentioned at 1.1.2(c) in the Notice Inviting Bid. Bidders willing to submit Bid Security in the shape of Bank Guarantee shall use the proforma as made available at Form-A.

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

9.3 The bid security of unsuccessful bidders may be discharged /returned by JMRC on request after execution of agreement with the successful bidder.

9.4 The bid security of successful bidder may be discharged /returned by JMRC only after execution of contract agreement and submission of Performance Guarantee equivalent to 5% of contract price.

9.5 The bid security may be forfeited: -

(a) If bidder withdraws its bid during the period of bid validity.

(b) If bidder does not accept corrections in Rates quoted in the Commercial Bid.

9.6 In case of a successful bidder fails to: -

i) Submit signed Letter of Acceptance (LOA) as a token of acceptance within three days of its issuance.

ii) Furnish the necessary Performance Guarantee equivalent to 5% of contract price within the Five days of issuance of LOA.

iii) Commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance.

iv) Enter into the Contract Agreement within the time limit.

9.7 In case the agency/firm withdraws their offer after submitting Bid without valid reason, the firm will get debarred for participating in JMRC parking bids for one year reckoned from the date of such debarring. Decision of JMRC in the regard shall be final and binding on the licensee.

9.8 In case of two parts Bid, if the bidder is found unsuccessful in the evaluation process in the first part itself, herein called as unsuccessful bidder for all purposes in that bid, their bid security shall be refunded with the concurrence of associated finance and approval of competent authority (Who has invited the bids).

9.9 No interest shall be payable by JMRC on the Bid security.

10 Language of Bid

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

11 Bid Prices

11.1 The Contract shall be for the whole work. The bidder shall fill the requisite charges etc. in the Bill of Quantity (BOQ). The bidder is required to quote his rates taking into account all the Terms & Conditions of the Bid.

11.2 The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory payments to be made by the bidder, overheads and all other costs incidental to the work required to be carried out by the successful bidders as per the term and conditions of this Bid Document. Quoted price will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment /



overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract, complete as required.

12 SEALING, MARKING AND SUBMISSION OF BIDS

12.1 The Bids shall be submitted as per Single Stage Single Envelope system as described below in person at the O/o Deputy General Manager (Operations), 418, Admin Building, **Mansarovar Depot, Bhriгу Path, Mansarovar, Jaipur. Completed Bid Package sent by the post/ courier for submission shall not be entertained by the JMRC and JMRC shall not be responsible for loss of such bids.**

12.2 The Bids shall be submitted in One Envelope duly super scribed from the bidders the NIB No., Name of Work & Date and time of opening of Bid and "Bid Package" along with name, address and contact particulars of the Bidders.

12.3 **The Bid Package Envelope shall contain the following:**

1.1.1 An undertaking that there are No Technical or Financial deviations or additional Conditions incorporated in the Bid document.

1.1.2 Bid documents as listed below:

- i. Notice Inviting Bid (NIB)
- ii. Instructions to Bidders (ITB)
- iii. Bill Of Quantities (BOQ)

(Note:- These documents are to be stamped and signed on each page in token of acceptance.)

1.1.3 All documents establishing the eligibility of the Bidder as per NIB Condition.

12.4 The Bid should be properly bound and sealed. In case of loose/spiral bound submission of Bid, the Bid may be liable for rejection.

12.5 If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued/uploaded Bid documents, then such altered bid document shall be treated as non responsive and may be rejected in addition to any other action as per prevalent rules.

13 BID OPENING

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

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

14 PROCESS TO BE CONFIDENTIAL

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

14.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the bidders Bid.

15 CLARIFICATION OF BIDS

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

16 DETERMINATION OF RESPONSIVENESS

16.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.

16.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the contract, or which limits in any substantial way, the Employer's rights or the



bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price.

16.3 If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.

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

16.5 Negotiation may be held if decided by the Procuring Entity. His decision shall be final in this regard.

17 EVALUATION OF BID

17.1 The Employer will, keeping in view the contents of Clause 4.1.1 to 4.1.3 of ITB, carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work. Procuring Entity shall decide the matter, with or without the consent of Bid Evaluation Committee.

17.2 **Only those bids who conform to the eligibility conditions and technically acceptable will be eligible for consideration of their financial proposals/BOQ.** Technically unacceptable/ineligible bids will not be eligible for consideration of their financial bids. The financial proposal shall be evaluated to determine the most advantageous bidder. Technically unacceptable bids shall not be considered for financial evaluation.

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

a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 18.1 of the ITB.

b) Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

17.5 Evaluation of financial proposal will be based on pricing schedule/quantities in bill of quantity (BOQ) and rates quoted.

17.6 The duly authorized Engineer / Procuring Entity reserve the right to ask for submission of the basis/reasonability of rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to accept or reject the bid of such bidder.

18 CORRECTION OF ERRORS

18.1 Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.



- (d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

NOTE: Extent provisions under Rule 64 of RTPPR, 2013 in this regard shall prevail.

19 Other Bid Guidelines/ Evaluation of Bids

- 19.1 JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability as per RTPPR Act, 2013.
- 19.2 All bids, documents and other information submitted by the bidders to JMRC shall become the property of JMRC. Bidders shall treat all information furnished as strictly confidential. JMRC will not return any submission.
- 19.3 Bid in any form other than the prescribed format issued by JMRC will not be entertained and may be rejected.
- 19.4 Bids with revised / modified rates / offer after submission / opening of the bid may be summarily rejected.
- 19.5 JMRC reserves the right to accept or reject any or all bids or any part of the bid without assigning any reason thereof, and the decision of JMRC in this respect shall be final.
- 19.6 JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc. and does not require to assign any reason.

20 Award of Contract

- 20.1 JMRC will award the contract to the Bidder (Finalized by Procuring Entity).
- 20.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- 20.3 In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the least quote shall be declared as successful bidder. The date and time of auction will be notified to the concerned Bidders.
- 20.4 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing through Letter of Acceptance, that his bid has been accepted.
- 20.5 The Letter of Acceptance (LOA) would be sent in duplicate to the successful bidder, who will return one copy to JMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA. LOA shall be treated as unconditional binding document on the part of insurer till a formal insurance policy is received by the JMRC. Payment of insurance premium shall be issued to the successful bidder along with the LOA.
- 20.6 No correspondence will be entertained by JMRC from the unsuccessful bidders.
- 20.7 JMRC will promptly notify the unsuccessful bidders after receipt of Insurance Policies.

21 Signing of Contract Agreement

- 21.1 The Employer shall prepare the Agreement in the Proforma (FORM-C) included in this Document, duly incorporating all the terms of agreement between the two parties (On appropriate value of non-Judicial Stamp paper).
- 21.2 Within one week of issuance of the LOA by JMRC, the successful bidder will be required to execute the Contract Agreement.
- 21.3 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.
- 21.4 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the Power of Attorney in favour of Authorized Signatory(s).

22 PERFORMANCE SECURITY

- 22.1 The successful bidder shall furnish to the Employer a security for an amount, equivalent to 5% of Contract Price within 5 days from the date of issue of Letter of Acceptance, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or

Signature of Authorized Signatory



- Banker's Cheque or Bank Guarantee of a Scheduled Bank. The Bank Guarantee has to be prepared from a Scheduled Commercial Bank based in India, with its branch located in Jaipur.
- 22.2 Failure of the successful bidder 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 bid security and / or performance security.
- 22.3 Performance Security shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the bidder.

23 Cancellation of Letter of Acceptance (LOA)

After issuance of the Letter of Acceptance, in case, the successful bidder fails to start survey work within 15 Days, for whatsoever reasons, as per terms & conditions of Bid then the LOA shall be cancelled by the JMRC.

24 CORRUPT & FRAUDULENT PRACTICES

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

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



FINANCIAL BID

(Annexure-I)

Signature of Authorized Signatory

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Bid for Customer Satisfaction and Performance Survey along with
Phase-1A : Mansarovar to Chandpole Metro Stations (9 Metro
stations) corridor within the Two Kilo-Meter Radius

JMRC/O&S/OP/SURVEY/2018-19/N1B/02

Bill of Quantity
Annexure-I

**CUSTOMER SATISFACTION AND PERFORMANCE SURVEY FOR NINE
STATIONS OF JAIPUR METRO**

| S. N (a) | Items (b) | Quantity (c) | Unit (d) | Rate per Unit (Rs.) (e) | Total Amount in Rs.* (f) | GST (g) | Total Amount with GST (h) |
|----------------------------------|--|--------------------------|-------------|----------------------------|-----------------------------|------------|------------------------------------|
| 1 | Survey Cost (Including Printing of Forms, Survey, Survey Management and Monitoring Expenses etc.) | 2250 (250*9=2250) | Nos. | | | | |
| 2 | Research Cost (Including Data entry of surveyed forms, data analysis & report preparation of 9 stations individuals report and 1 cumulative report Printing of 5 Sets each report etc.) alongwith soft copy (in USB) | 10 | Nos. | | | | |
| 3. | Management Cost/ Other Cost | | | | | | |
| Grand Total (I =h1+h2+h3) | | | | | | | |

Grand Total Amount (words):- _____ /-

Authorized Signatory
Name: - G S BHAWARIA
Designation: - ED (Operations)
Seal/Stamp:



Annexure-II

(On Company's Letter Head)

To
The General Manager (Operations)
Jaipur Metro Rail Corporation Ltd.
406, Admin Building, Mansarovar Depot, Bhargu Path,
Mansarovar,
Jaipur-302020

UNDERTAKING

Dear Sir,

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

Date:
Place:

Stamp and Signature of the Bidder

Signature of Authorized Signatory



Annexure III

Compliance with the Code of Integrity and No Conflict of interest

Code of Integrity:-

Any person participating in a procurement process shall –

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

NOTE: Extent provisions under Rule 80 of RTPPR, 2013 in this regard shall prevail.

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

NOTE: Extent provisions under Rule 81 of RTPPR, 2013 in this regard shall prevail.

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Annexure IV

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....for procurement of in response
to their Notice Inviting Bids No..... Dated

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Signature of bidder
Name:
Designation:
Address:



Annexure V

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director (O&S) Jaipur Metro Rail Corporation, Jaipur.

The designation and address of the Second Appellate Authority is MD, Jaipur Metro Rail Corporation, Jaipur.

NOTE: Extent provisions under chapter-VII (Rule 83,84,85,86) of RTPPR, 2013 in this regard shall prevail.

(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 issues 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 or within thirty days from the date of the appeal.

(3) If the office designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to Be in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.



- (6) **Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second' appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) **Procedure for disposal of appeal**
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



FORM No. 1

[See rule 83]

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

Appeal No of.....
Before the..... (First / Second Appellate Authority)

1. Particulars of appellant;
 - (i) Name of the appellant
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
.....
.....(Supported by an affidavit).
7. Prayer.....
.....Place

Date

Appellant's Signature



Annexure VI

Additional Conditions of Contract

1. Correction of arithmetic errors

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - (d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
- NOTE:** Extent provisions under Rule 64 of RTPPR, 2013 in this regard shall prevail.

2. Procuring Entity's Right to vary Quantities

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

NOTE: Extent provisions under Rule 73 of RTPPR, 2013 in this regard shall prevail.

3. Dividing quantities among more than one bidder at the time of award

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

NOTE: Extent provisions under Rule 74 of RTPPR, 2013 in this regard shall prevail.



FORM – A

Page 1 of 2

FORM OF BANK GUARANTEE FOR BID SECURITY

[to be issued by any Scheduled Commercial Bank based in India from its branch located in Jaipur only]

(Ref : Clause 9.0 of “Instructions to Bidders”)

1.0 I 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 Bidder binds itself, its successors and assigns by these presents.

2.0 Whereas _____ (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated _____ Regarding _____ (Customer Satisfaction and Performance Survey at _____ for packet No. _____) of NIB No. _____, Metro corridor of Jaipur MRTS project hereinafter called “the Bid” and whereas the Bidder is required to furnish a bank guarantee for the sum of Rs. _____ (rupees _____) as Bid security against the Bidder’s offer as aforesaid.

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

1. 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 Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- 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 Bidder.
- c. That any account settled between the Employer and the Bidder 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. 90 days from the last date of Bid submission).
- e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

2. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid clause 9.5.a of the ITB.
- b. If the Bidder does not accept the correction of his Bid price in terms of Clause 9.5.b of the ITB.
- c. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - i. Fails to submit signed Letter of Acceptance (LOA) as a token of acceptance within three days of its issuance (Refer clause 9.6.i. of the ITB).

Page 2 of 2

Signature of Authorized Signatory

Page 22

- ii. Fails or refuses to furnish the Performance Security within the prescribed time. (Refer Clause 9.6.ii of the ITB)
- iii. Fails or refuses to commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance. (Refer Clause 9.6.iii of the ITB)
- iv. Fails or refuses to enter into a Contract within the time limit specified (Refer Clause 9.6.iv of the ITB)

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

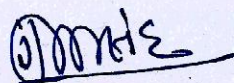
I.D. No.

Name of the Witness

Stamp/Seal of the Bank

Address of the Witness

Signature of Authorized Signatory





FORM B: CERTIFICATE OF CONFORMITY/NO DEVIATION {to be filled by the Bidder}

To,

General Manager (Operations)

Jaipur Metro Rail Corporation Ltd.

406, Admin Building, Mansarovar Depot, Bhriugu Path,

Mansarovar, Jaipur – 302020

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 Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Signature of Authorized Signatory



FORM C: FORM OF AGREEMENT

(Refer Clause 21.1 of "Instructions to Bidders") (On appropriate value of Non-Judicial Stamp paper)

This Agreement is made on the _____ day of _____ 2018 Between General Manager (Operations), JAIPUR METRO RAIL CORPORATION LTD, 406, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur - 302020 herein after called "the Employer" of the one part and _____ (Name of Contractor) Resident of _____ (Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous to select contractor to provide service for "Customer Satisfaction and Performance Survey along with Phase-1A: Mansarovar to Chandpole Metro Stations (9 Metro stations) corridor within the Two Kilo-Meter Radius" hereinafter called the "works/service" viz Contract No. "....." and has accepted a Bid by the Contractor for the execution and completion of such works/service.

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 (GCC)
- (c) Special Conditions of Contract (SCC)
- (d) JMRC's Safety, Health and Environment (SHE) Manual
- (e) Technical Specification
- (f) Notice Inviting Bid and Scope of Work
- (g) Bill of Quantities (BOQ)
- (h) Addendums, if any
- (i) Other conditions agreed to and documented as listed below:
 - (a) Bidder's Work Schedule as amended if required.
 - (b) Statement of deviations
 - (c) 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.

Signature of Authorized Signatory



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

For and on behalf of the Employer

Signature of the authorised official

Name of the official

Stamp/Seal of the Employer

25 **Special conditions of contract (SCC)**

25.1 The Bidder for this contract shall plan and execute work in coordination and in co-operation with the JMRC.

25.2 **Time Period:**

The date of commencement of work shall be intimated through **LOA/Orders to Commence** and date of completion shall be **One month** from the stipulated date of commencement. The stipulated date of commencement of work shall be within seven days from the date of issue of LOA/order to commence.

Time started from the issuing of LOA/Order to Commence to successful bidder agency.

| Issuing of LOA/ Orders to Commence | Mobilization of Survey | Survey | Data Entry | Analysis Reports | Submission of Reports |
|--|---------------------------|--------|------------|---------------------|--------------------------|
| Start Date | 7 | 12 | 4 | 7 | Submission |
| One Month = 30 days | | | | | |

25.3 **Language Requirements:** The working language of the individual activities included in the scope of this subcontract is English and Hindi.

25.4 **Deliverables:**

1. Complete filled survey forms in hard copy.
2. Surveyed Data in Microsoft Excel Format in Soft copy in USD Drive as per format by "JMRC".
3. Draft Analysis Reports (9+1) = Two Sets in hard copy and One in soft copy.
4. Final Analysis Reports (9+1) = Five Sets in hard copy and One in soft copy in USB Drive.

25.5 **Payment Terms and Stages:** The payment for delivering the required services will be paid 100% on completion of survey.

25.6 **Important Points to Note:**

- The sample size can vary between 250-300 among catchment area wise but overall payment shall be paid for 2250 Responses.
- Quote given by bidder agency should be per survey form basis (including all cost – field work, data entry, analysis and GST).
- Bids which are not fulfilled the Eligibility Criteria will be treated as canceled in all manner.

25.7 **Data Ownership:** The ownership of collected data belongs to JMRC. Under no circumstances shall the survey agency use the data collected during this survey. The survey agency must handle the data, and all information regarding the assignment (including this document) at all time (before, during and after completion of the assignment) with highest level of confidentiality.

25.8 Counting and verification of survey shall be carried out by the JMRC staff at the time of survey and after submission of survey report.

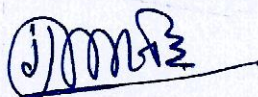
25.9 The successful bidder shall have to provide survey report (date and station wise) in one month.

25.10 If any late submission is given by the bidder from the date of counting of a day's of survey by whatsoever reason, Bidder has to bear penalty.

25.11 **Penalties:** The penalties will be imposed on violation of terms and conditions of contract. The details of penalty per violation shall be as per the list given below:

| S. No. | Description of Irregularities | Penalty |
|--------|--|----------------------------|
| 1 | If survey report found false at the time of verification | Rs 100.00 Per Irregularity |
| 2 | Failed to submit the final report on time | Rs. 500/- per day |

25.12 Bidder shall use its own transport to ensure smooth survey in the radius of 2 Km to the each metro station. Nothing extra shall be payable on this account.





- 25.13 The service charges for Customer Satisfaction and Performance Survey as applicable from time to time will be paid by JMRC on submission of bills to be raised.

Final Payment to the bidder for their service charges shall be made within 30 days from receipt of bill along with all necessary documents in the office of Deputy General Manager (Commercial) or authorized officer of JMRC.

- 25.14 Bidder shall not make unnecessary entries as against the terms of the contract.
25.15 Any review in the operational process would be done on mutually agreed terms, if found necessary. However, view of JMRC accepted as per BOQ shall be final and binding on both parties.