

JAIPUR METRO

**Bid for Money, Passenger Accident & Public
Liability Insurance for all Metro Stations of
Jaipur Metro Rail Corporation Limited**
NIB No.: JMRC/O&S/OP/MPPL/2018-19/NIB/07

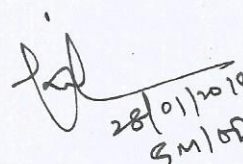
Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Room No. D01, Inside workshop building of rolling stock,
Mansarovar Metro Depot, Bhriugu Path, Mansarovar, Jaipur – 302020

Website: transport.rajasthan.gov.in/jmrc

Email: gmop@jaipurmetrorail.in

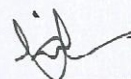

28/01/2019
GM/OP

JAIPUR METRO RAIL CORPORATION LTD.

Application Form/Document for Money, Passenger Accident & Public Liability
insurance for all Metro Stations of Jaipur Metro Rail Corporation Limited

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NOTICE INVITING BID (NIB) (LIMITED BIDDING)

NIB No. JMRC/O&S/OP/MPPL/2018-19/NIB/07

Date: 28-01-2019

1. GENERAL

1.1. Jaipur Metro Rail Corporation Ltd. (JMRC) invites sealed bids by limited competitive bidding process for Money, Passenger Accident & Public Liability Insurance for all Metro Stations of Jaipur Metro Rail Corporation Limited.

1.2. The key details of the NIB are as follows:

a.	Name of Work	:	Bid for Money, Passenger Accident & Public Liability Insurance for all Metro Stations of Jaipur Metro Rail Corporation Limited. NIB No: JMRC/O&S/OP/MPPL/2018-19/NIB/07
b.	Approximate Cost of service (Expected Premium to be paid for the Insurance Cover) (Including GST @18%)	:	Rs. 4,05,398/- (for One year)
c.	Bid Document availability period	:	From Date: 28/01/2019, Time: 17:00 hrs. To Date: 13/02/2019, Time:15:00 hrs.
d.	Pre Bid Meeting	:	Date: 04/02/2019, Time:12:00 hrs.
e.	Place for Pre-bid Meeting, seeking clarifications etc.	:	Room No. D10, Meeting Room Prerna, Inside workshop building of Rolling Stock, Mansarovar Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
f.	Uploading of minutes of pre-bid meeting	:	06/02/2019, Time: 17:00 Hrs
g.	Bid Document submission start date and End date	:	From 07/02/2019, Time: 17:00 Hrs To Date: 13/02/2019, Time: 15:00 hrs.
h.	Venue of submission of Bid	:	O/o Dy. General Manager (Operations), Room No. 418, Admin Building, Mansarovar Depot, Bhrigu Path, Mansarovar, Jaipur-302020
i.	Date & Time of opening of Bid	:	Date: 13/02/2019, Time: 15:30 hrs.
j.	Venue of opening of Bid	:	O/o Dy. General Manager (Operations), Room No. 418, Admin Building, Mansarovar Depot, Bhrigu Path, Mansarovar, Jaipur-302020
k.	Validity of Bid	:	90 days from the last date of submission of bid.
l.	Stipulated date of Commencement of work	:	Within seven days from the date of issue of "Letter of Commencement or as mentioned in the LOA".
m.	Period of Completion of work	:	1 Year from the date of commencement.

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

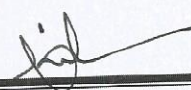
1.3. The Bid document consists of :-

- 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 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.

The eligible Insurance companies are being approached by the JMRC to participate in the bidding process. However, to acquire the Bid document, bidder may approach **O/o Deputy General Manager (Operations), 418, Admin Building, Mansarovar Depot, Bhargu 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)
<p>The Eligibility Criteria for the bidders is that the bidder should be</p> <ul style="list-style-type: none"> ❖ A Non Life Insurance Govt./PSU/Private Company authorized/approved by the Insurance Regulatory and Development Authority (IRDA) to work in India and Annual Gross Direct Premium underwritten in the Financial Year 2017-18 not less than Rs 1000 crore. 	<ul style="list-style-type: none"> a. copy of license issued by the IRDA to carry out Non Life Insurance Business or Undertaking regarding. b. Undertaking from Insurance Company certifying Gross Direct Premium underwritten in the Financial Year 2017-18 not less than Rs 1000 crore. c. An undertaking certifying availability of Branch(es) of the Insurance Company at Jaipur.

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)
(Procurement Entity)

JAIPUR METRO RAIL CORPORATION LTD,
Room No. D01, Inside workshop building of Rolling Stock,
Mansarovar Metro Depot, Bhargu Path, Jaipur – 302020
Tel: +91-141-2822112,
Email: gmop@jaipurmetrorail.in



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. However, in case of Public Sector Non-life insurance company, Power of Attorney is not required. 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.rajabasthan.gov.in/jmrc or state procurement portal <http://sppp.rajabasthan.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.



Signature of Authorized Signatory

1. Bid Document

- 1.1. The Bid Document is meant to select contractor for providing money and passenger accident & public liability insurance. 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. Contractor shall be required to execute Money, Passenger Accident and Public Liability Insurance. The services shall be required for the East West section of Jaipur Metro i.e from *Mansarovar Station to Chandpole Station including of 8 Elevated Stations and 01 underground Station.*

2.1.1.

I MONEY INSURANCE FOR INDIVIDUAL STATIONS OF JAIPUR METRO

Loss of Money from Safe / Cash Counters at various stations (as mentioned in Annexure-II) of JMRC due to any type of accident, misfortune, burglary, house breaking, Riot Strike and Malicious Damage (RSMD) & Terrorism. Infidelity coverage is not required in money Insurance.

II

PASSENGERS ACCIDENT & PUBLIC LIABILITY INSURANCE

A. PASSENGERS ACCIDENT INSURANCE

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

The sum insured per passenger is Rs. 8 lakhs. The daily Ridership is on an average **19664** passengers from last six months. However, this Ridership figure indicates expected average number of passenger travel by Jaipur Metro per day and not the actual number of persons traveling in a Jaipur Metro section at any point of time. This Ridership is spread over 18 hours of revenue operation per day.

At any time maximum number of passengers, either travelling in the train or waiting at the stations will be around **5000** (all trains and stations taken together). Maximum number of passengers present at any one station, at any time, will be around **1500**. Maximum number of passengers traveling in a train at any time is around **1,000**. However, average passengers per train are approximate 128 nos according to actual data of last six months.

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

The following limits are stipulated for passenger insurance liabilities: -

- a. AOA (Any One Accident) – the limit shall be Rs. **30 Crore**.
- b. AOY (Any One Year) – the limit shall be Rs. **120 Crore**.

B. PUBLIC LIABILITY INSURANCE

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

AOA (Any One Accident) – the limit shall be Rs. **1 Crore**.

AOY (Any One Year) – the limit shall be Rs. **4 Crore**.

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

NOTE:-

1. **Passenger** means the person present in the Metro Stations either in trains or in station building or is a bona-fide passenger present in the station.
2. **Public** means the person present in the premises of metro stations other than the bona-fide passengers.
3. **Temporary Disablement (TD)** is a disablement which is total (i.e., the insured person is prevented from engaging in any occupation or business) but for a temporary period only. The temporary period may be days, weeks, months or even years. The position of persons in supervisory capacity, who can sign business documents, although confined to bed, is not easy to define, but the signing of papers only does not usually invalidate a claim for disablement. Inability to take part in sports or pastimes does not of itself constitute total disablement with the meaning of the policy.

2.1.2. The period of contract shall be for a period of 1 (One) year from the date of commencement.

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

Besides above, the services may be required at any other sections operated by JMRC.

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

2.1.5. Suicide cases are not covered under Insurance.

3. Who can Apply

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

4. Bid Requirements

4.1. In this bid process, the bid document requirement has been detailed below.

Bidder should mark "Bid Envelope", on the envelope containing following: -

- 4.1.1. The bidder shall enclose signed and stamped copy of the Bid Document **including BOQ**. Besides this, all other associated / required documents shall be submitted duly numbered and signed and stamped by the bidders. All applicable Annexures/ Proformas shall be duly filled by the contractor.
- 4.1.2. Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder. However, in case of Public Sector Non-life insurance company, Power of Attorney is not required.
- 4.1.3. The bidder shall be required to enclose signed/stamped copy of valid Registrations/statement as per following:-
 - Undertaking regarding copy of license issued by the IRDA to carry out Non Life Insurance Business.
 - Undertaking from Insurance Company certifying Gross Direct Premium underwritten in the Financial Year **2017-18** not less than Rs. 1000 crore.
 - An undertaking certifying availability of Branch (es) of the Insurance Company at Jaipur.

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 DGM Operations), 418, Admin Building, Mansarovar Depot, Bhriugu 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 DGM(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

This paragraph is deleted for this Bid document.

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, Bhriugu Path, Mansarovar, Jaipur. Completed Bid Package sent by the post/ courier for submission shall be reach at venue before the schedule date & time and delay on part of post/courier or loss of the bid shall be sole responsibility of the bidders.**

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:**

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

12.3.2. 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.)

- 12.3.3. All documents establishing the eligibility of the Bidder as per NIB Condition.
- Draft Policy wording specifying scope of coverage, add-on covers, exclusions, deductibles and other terms & conditions proposed by the Insurer shall be narrated.
 - Insurer to submit an undertaking as per Annexure-V on company's letter head.
- 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

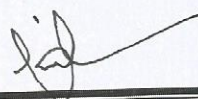
- 14.1. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 14.2. Any effort by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

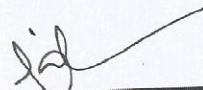
18. CORRECTION OF ERRORS

- 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.
- 20.8. The Insurance Contract shall be governed by the Tariff/Rules/Guidelines & Insurance Policies as filed with IRDA by the Insurer, which the Insurer shall confirm at the time of submission of the Bid.

21. Signing of Contract Agreement

- 21.1. Within 7 days of issuance of the LOA by JMRC, successful bidder shall submit the executed insurance policy as per the draft accepted during bidding process. Policy document shall be issued by the successful insurance company as per prevalent practice.
- 21.2. The LOA, executed insurance policy document, signed bid document along with its Addendums and any other document so prescribed by the JMRC shall become contract agreement.
- 21.3. 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. Cancellation of Letter of Acceptance (LOA)

After issuance of the Letter of Acceptance, in case, the successful bidder fails to submit the executed Insurance Policy within 15 Days, for whatsoever reasons, as per terms & conditions of Bid then the LOA shall be cancelled by the JMRC. Payment of Insurance premium that is proposed to issue alongwith LOA shall be get back in case of cancellation.


23. 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.

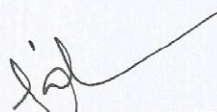
(iii) Breach of any of the contract condition during execution.

- 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

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



Bill of Quantity
Annexure-I

MONEY INSURANCE FOR NINE STATIONS OF JAIPUR METRO

S.N	Items	Perils	Net Rate	Sum Insured (in lacs)	Premium	GST	Total Amount
1	Money in Safe / Cash Counters as per item-1 of Annexure-II	Loss of money due to any accident / misfortune, burglary, house breaking, RSMD & Terrorism		8.80 Lacs			

Amount in words:- _____

PASSENGER ACCIDENT & PUBLIC LIABILITY INSURANCE

S/ N	Items	Perils	Net Rate	Sum Insured (in lacs)	Premium	GST	Total Amount
1	All passengers travelling or present at stations as per Item-2A of Annexure-III	Passenger Accident cover (Death, PTD, PPD, TD & Medical Expenses) and / or compensation awarded by any Indian Court / Tribunal		30 Cr. (AOA) & 120 Cr. (AOY)			
2	All public present in the station premises other than paid area & trains (including unpaid area, circulating area, parking or any other area under JMRC's jurisdiction) as per item-2B of Annexure-III	Legal liability/ Financial liability to third party on account of accidental bodily injury/death/loss/ damage to their property and / or compensation awarded by any Indian Court / Tribunal		1 Crore (AOA) & 4 Crore (AOY)			

Amount in Words: - _____

Grand Total Amount (in figures and words):- _____/-

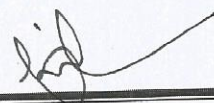
Authorized Signatory
Name: -Karan Singh Meena
Designation: - GM (Operations)
Seal/Stamp:

Signature of Authorized Signatory

Annexure-II

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

Line	S. No.	Station	Average Earning per Day (Last 06 Months)	Earning, on hand, at stations for 3 Days (for Insurance)
East West Corridor	1.	Mansarover	Rs. 2.92 Lacs	Rs. 8.80 Lacs
	2.	New Atish Market		
	3.	Vivek Vihar		
	4.	Shyam Nagar		
	5.	Ram Nagar		
	6.	Civil Lines		
	7.	Railway Station		
	8.	Sindhi Camp		
	9.	Chandpole		



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

Section	Average Ridership per Day (Last 06 Months)
Mansarovar to Chandpole	19,664

ITEM-2B: PUBLIC LIABILITY INSURANCE

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

Note: Bidder may take in consideration while quoting price that no claim has been raised by JMRC till the date of calling of NIB against earlier policy of same scope of work.

Annexure-IV

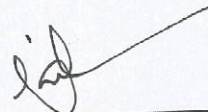
**SCHEDULE OF COMPENSATION PAYABLE FOR DEATH & INJURIES
UNDER PASSENGER PERSONAL ACCIDENT INSURANCE**

S/N	PART I	Amount of Compensation (in Rs.)
1	For Death	8,00,000

S/N	PART II	Amount of Compensation (in Rs.)
1	For Loss of Both hands or amputation at higher sites	8,00,000
2	For Loss of hand and a foot	8,00,000
3	For double amputation through leg or thigh or amputation through leg or thigh on one side and loss of other foot	8,00,000
4	For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential	8,00,000
5	For very severe facial disfigurement	8,00,000
6	For absolute deafness	8,00,000

S/N	PART III	Amount of Compensation (in Rs.)
1	For amputation through shoulder joint	7,20,000
2	For amputation below shoulder with stump less than 8" from tip of acromion	6,40,000
3	For amputation from 8" tip of acromion to less than 4 1/2" below tip of olecranon	5,60,000
4	For loss of hand or the thumb and four fingers of one hand or amputation from 4 1/2" below tip of olecranon	4,80,000
5	For loss of thumb	2,40,000
6	For loss of thumb and its metacarpal bone	3,20,000
7	For loss of four fingers of one hand	4,00,000
8	For loss of three fingers of one hand	2,40,000
9	For loss of two fingers of one hand	1,60,000
10	For loss of terminal phalanx of thumb	1,60,000
11	For amputation of both feet resulting in end bearing stumps	7,20,000
12	For amputation through both feet proximal to the metatarso-phalangeal joint	6,40,000
13	For loss of all toes of both feet though the metatarso-phalangeal joint	3,20,000
14	For loss of all toes of both feet proximal to the proximal interphalangeal joint	2,40,000
15	For loss of all toes of both feet distal to the proximal interphalangeal joint	1,60,000
16	For amputation of hip	7,20,000

S/N	PART III	Amount of Compensation (in Rs.)
17	For amputation below hip with stump not exceeding 5" in length measures from hip of great trench-anter	3,20,000
18	For amputation below hip with stump exceeding 5" in length measures from tip of great trench anter but not beyond middle thigh	5,60,000
19	For amputation below middle thigh to 3 1/2" below knee	4,80,000
20	For amputation below knee with stump exceeding 3 1/2" but not exceeding 5"	4,00,000
21	Fracture of spine with paraplegia	4,00,000
22	For amputation below knee with stump exceeding 5"	3,20,000
23	For loss of one eye without complication the other being normal	3,20,000
24	For amputation of one foot resulting in end bearing	2,40,000
25	For amputation through one foot proximal to the metatarso-phalangeal joint	2,40,000
26	Fracture of spine without paraplegia	2,40,000
27	For loss of vision of one eye without complications of disfigurement of eye ball, the other being normal	2,40,000
28	For loss of all toes of one foot through the metatarso-phalangeal joint	1,60,000
29	Fracture of hip joint	1,60,000
30	Fracture of major bone Femur Tibia both limbs	1,60,000
31	Fracture of major bone Humerus Radium both limbs	1,20,000
32	Fracture of Pelvis not involving joint	80,000
33	Fracture of major bone Femur Tibia one limb	80,000
34	Fracture of major bone Humerus Radium Ulna one limb	64,000



(On Company's Letter Head)

To
The General Manager (Operations)
Jaipur Metro Rail Corporation Ltd.
Room No. D01, Inside workshop building of Rolling Stock,
Mansarovar Metro Depot, Bhrigu Path,
Jaipur – 302020

UNDERTAKING

Dear Sir,

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

Stamp and Signature of the Bidder

Date:

Place:



Annexure VI**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.

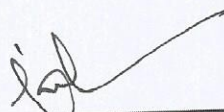
Conflict of interest:-

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.



Annexure VII

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 VIII**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 (I) 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

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.

Annexure-X**CERTIFICATE OF CONFORMITY/NO DEVIATION {to be filled by the Bidder}**

To
The General Manager (Operations)
Jaipur Metro Rail Corporation Ltd.
Room No. D01, Inside workshop building of Rolling Stock,
Mansarovar Metro Depot, Bhriugu Path,
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: _____

