JAIPUR METRO RAIL CORPORATION LIMITED

BID DOCUMENT FOR
PROVIDING CANTEEN SERVICES IN MANSAROVAR DEPOT

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems

Executive Director (ROLLING STOCK)
Room No. 405, Admin Building, Mansarover Metro Train depot,
Bhrigu path, Mansarover, Jaipur – 302020
Email: edrs@jaipurmetrorail.in

Website: http://transport.rajasthan.gov.in/jmrc
**NOTICE INVITING BIDS**

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed open bids (Single stage two Envelope method) for Canteen Services in JMRC Administration Building in Mansarover Depot, Jaipur

**KEY DETAILS:**

<table>
<thead>
<tr>
<th>a)</th>
<th>Name of Work</th>
<th>Bid for Providing Canteen Services at Mansarovar Depot, JMRC Jaipur</th>
</tr>
</thead>
<tbody>
<tr>
<td>b)</td>
<td>UBN No.</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Type of Canteen</td>
<td>Non-subsidized canteen, Staff Strength – Approx.500 Type of Services – Tea, Coffee, Snacks and Meals.</td>
</tr>
<tr>
<td>d)</td>
<td>Estimated Quantum of Business</td>
<td><strong>Rs. 14,70,100/-</strong></td>
</tr>
<tr>
<td>e)</td>
<td>Bid Security Amount</td>
<td><strong>Rs. 30000/-</strong> (refer clause 1.5 of bid document)</td>
</tr>
<tr>
<td>f)</td>
<td>Cost of Bid Form</td>
<td>Rs. 118/- (Rs. 100/- + 18% GST) non-refundable</td>
</tr>
<tr>
<td>g)</td>
<td>Bid Document Availability Period</td>
<td>From 11.00 Hrs of 25.08.2020 to 11.00 hrs of 23.09.2020</td>
</tr>
<tr>
<td>h)</td>
<td>Date and Time of Pre Bid Conference</td>
<td>11.00 Hrs on 02.09.2020</td>
</tr>
<tr>
<td>i)</td>
<td>Venue of Pre Bid Conference</td>
<td>D10, Conference Room, Metro Train Depot, Mansarover, Jaipur – 302 020</td>
</tr>
<tr>
<td>j)</td>
<td>Last date for receiving queries/clarifications</td>
<td>Up to 1700 hrs on 02.09.2020</td>
</tr>
<tr>
<td>k)</td>
<td>uploading of reply to queries/clarifications</td>
<td>Upto 1700 hrs on 03.09.2020</td>
</tr>
<tr>
<td>l)</td>
<td>Submission start date</td>
<td>0900 hrs on 04.09.2020</td>
</tr>
<tr>
<td>m)</td>
<td>Last Date for submission of Bid</td>
<td>11:00 hrs on 23.09.2020</td>
</tr>
<tr>
<td>n)</td>
<td>Time &amp; Date of Opening of Technical Bid</td>
<td>15:00 hrs on 23.09.2020</td>
</tr>
<tr>
<td>o)</td>
<td>Venue of Submission and Opening of Bid</td>
<td>Room No. D-01, O/o General Manager/Rolling Stock, JMRC Depot Building, Metro Train Depot, Bhrigu Path, Mansarover, Jaipur</td>
</tr>
<tr>
<td>p)</td>
<td>Validity of Bid</td>
<td>90 days from the last date of submission of bid</td>
</tr>
<tr>
<td>q)</td>
<td>Stipulated Date of Commencement of Work</td>
<td>On the date mentioned in the “order to commence”</td>
</tr>
<tr>
<td>r)</td>
<td>Duration of the contract</td>
<td>2 year from the stipulated date of commencement and extendable up to 12 months on satisfactory performance and approval of competent authority</td>
</tr>
<tr>
<td>s)</td>
<td>Performance Security Deposit</td>
<td><strong>Rs. 70,000/-</strong> (refer clause 4 of bid document)</td>
</tr>
<tr>
<td>t)</td>
<td>Technical Requirement</td>
<td>(i) The Bidder must have minimum 1 year experience of successfully running Office canteens / Restaurants/ Hostel</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td>canteens/ Institutional catering services/stalls.</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Copy of registration under Food Safety and Standard Act 2006 Govt. of Rajasthan (Regulation 2.1.1(5) ).</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Copy of PAN card(self-attested);</td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>GST registration if applicable.</td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Labor license if applicable.</td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>The bidder should not be black listed by any Central Govt. Deptt./State Govt. Deptt./PSU. (Undertaking)</td>
<td></td>
</tr>
</tbody>
</table>

u) The complete bid document can be downloaded from the Corporation’s website [http://transport.rajasthan.gov.in/jmrcand](http://transport.rajasthan.gov.in/jmrcand) [http://sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in)

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Executive Director (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. 405,Admin Building, Metro Train Depot,
Bhrigu Path , Mansarover, Jaipur
Email: gmrs@jaipurmetrorrail.in
1. **GENERAL TERMS AND CONDITIONS**

**OBJECTIVE OF BID**

1.1 Jaipur Metro Rail Corporation (JMRC) invites sealed Two bids in the prescribed Performa from well-established and experienced firms/organizations/contractors for running canteen services to provide lunch/snacks/tea and coffee and other catering arrangements in Mansarovar Depot, Jaipur. Eligibility criteria, conditions of contract, details of EMD etc. are given in detail in bid document.

All pages of the bid documents should be signed by the authorized signatory as a token of acceptance.

1.2 The agreement shall be valid initially for a period of 2 years from the stipulated date of commencement and extendable up to 12 months on satisfactory performance and approval of competent authority. The contract can be terminated at any stage on one month’s notice by JAIPUR METRO RAIL CORPORATION (JMRC) without assigning any reason.

1.3 JAIPUR METRO RAIL CORPORATION (JMRC) shall have the right to review the working of the contract from time to time and if at any time it is found that the Contractor has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, JAIPUR METRO RAIL CORPORATION (JMRC) may terminate this contract after giving one month notice, but no such notice will be necessary if the contract is terminated on the grounds of serious misconduct or any act which requires immediate vacation of our premises.

1.4 The offer shall be valid for a period of 90 days from the last date of submission of bid.

1.5 EMD (Refundable) of Rs.30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft/Bankers Cheque drawn in favour of JAIPUR METRO RAIL CORPORATION LTD. payable at Jaipur should be enclosed with the tender. Bids received without EMD will be summarily rejected. No interest is payable on EMD. The EMD of all the unsuccessful tenderers shall be returned. EMD shall be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of the offer.
2 DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH TECHNICAL BID FOR EVALUATION PROCESS

2.1 The bidder will submit the Technical and Financial bids in two separately sealed envelopes. The Envelope marked as "Technical Bids for Canteen Services at Mansarover Depot, JMRC, Jaipur" containing the following documents/Schedules/Annexure etc.:

(i) Original instruments of bid Security and Cost of bid form;
(ii) Seal and signed Bid document and amendments (if any),
(iii) Documents related to Technical Requirement mentioned in NIB.
(iv) Signed with seal of the contractor regarding acceptance of fixed rate of materials as per ANNEXURE – II.

(v) General Information:
(a) Name of the Firm/Company;
(b) Whether proprietary/partnership/joint stock company (attache documents) and year of incorporation;
(c) Complete postal address with Fax & Phonenos. of Corporate Office, Branch Office;
(d) Name of the person/official authorized to deal with JAIPUR METRO RAIL CORPORATION (JMRC) (copy of Authorization certificate duly attested by applicant to be enclosed).

2.2 The second envelop will be sealed and marked as "Financial Bids for Canteen Services at Mansarover Depot, JMRC, Jaipur", which will contain ONLY and ONLY 'Price Bid' duly filled in and signed by the tenderer. NO OTHER DOCUMENT would be placed in this envelope.

2.3 Both these separately sealed envelopes will be placed in a third one (big one) envelop, which may be called the container envelop, and it will also be sealed, marked as "Tenders for Canteen Services at Mansarover Depot, JMRC, Jaipur" and addressed to the General Manager (RS), JAIPUR METRO RAIL CORPORATION (JMRC) Ltd. Jaipur.

2.4 The big one envelop (container envelop) containing both the envelopes of technical bids and financial bid will be opened on the date & at the time and place mentioned in the notice inviting bid. Willing bidders may also be present at the time of opening this container envelope as well as at the time of opening technical bids.
3 Financial Evaluation

3.1 The financial bids of only those bidders will be opened who are found technically eligible in evaluation of technical bids.

3.2 The contractor who shall pay highest rent/License fee to JMRC shall be considered as successful bidder.

4 Security Deposit-cum-Performance Guarantee

The successful tenderer shall have to submit Security Deposit-cum-Performance Guarantee amounting to Rs. 70,000.00 (Rupees Seventy Thousand only) in any one of the form of irrevocable Bank Guarantee or Scheduled Bank in favour of JAIPUR METRO RAIL CORPORATION LTD. JAIPUR. The Security deposit-cum-Performance guarantee will be furnished after Letter of Acceptance (LOA) has been issued but before signing of agreement and should be valid up to two months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.

(a) The amount of earnest money deposited by the bidder with its technical bid would be adjusted against this security deposit amount.
(b) In case Security Deposit is deposited in the form of Bank-Guarantee for the entire amount, the Earnest Money amount would be returned to the bidder without interest.
(c) Earnest Money amount of unsuccessful bidders shall be returned without interest.

Whenever the contract is rescinded, the EMD shall be forfeited and the Performance Guarantee shall be encashed.
5 SPECIAL CONDITIONS OF CONTRACT

5.1 The final quoted price list will be valid for the period of contract. It can be reviewed during the period of contract with prior approval of JAIPUR METRO RAIL CORPORATION (JMRC) except drinks and other standard packaged items supplied in canteen. Prices of these articles will be revised whenever manufacturers revise them. The contractor will supply only such items specifically approved by the JMRC. However, more items can be included in the menu with prior approval of the JMRC.

5.2 The contractor will be responsible for providing food items mentioned at schedule-A of Annexure-II. Food items mentioned in Schedule-B, Schedule-C, Schedule-D are optional and on the demand and will of the tenderer.

5.3 Contractor has to sell all mandatory food items as mentioned in Schedule-A of Annexure-II at the price indicated. There are 04 Schedules i.e. Schedule (A), Schedule (B), Schedule (C), Schedule (D), given in Annexure -II. However, contractor is free to sell the food items at the price lower than mentioned in Annexure-II in order to promote business without compromise with the quality. Contractor is also allowed to introduce promotional schemes/discounts on price indicated in Annexure-II for their business promotion.

5.4 In any circumstances, contractor cannot charge more than the price indicated in Annexure-II.

5.5 Tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law shall not be sold in the canteen.

5.6 In case of any food poisoning/contamination, the contractor will be held fully responsible and he will bear all the expenses caused due to food poisoning/contamination.

5.7 The contractor will employ adequate number of staff in order to maintain efficiency of standards as desired by JAIPUR METRO RAIL CORPORATION (JMRC). The contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behaviour.

5.8 The contractor will submit medical certificate of all his workers from approved Registered Medical Practitioner recognized by Indian Medical Council to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform. The Contractor will also ensure that uniform is neat and clean.

5.9 The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to JAIPUR METRO RAIL CORPORATION.
Providing Canteen Services at Mansarover Depot, JMRC Jaipur

JMRC/O&S/RS/2019-20/NIB/11

(JMRC) and shall comply with the provision of (regulation and Abolition Act, Employees Staff Insurance Act. Workmen’s Compensation Act, payment of wages Act, the employees provident fund and family pension fund Act, 1952, the other rules, regulation and/ or statutes that may be applicable to them now or that may be introduced by the Government of Rajasthan or Jaipur Municipal Corporation subsequent to the date of this agreement and the Contractor shall keep JAIPUR METRO RAIL CORPORATION (JMRC) indemnified from all acts of omission, default, breaches and/or any claim, demands, loss, injury and expenses to which JAIPUR METRO RAIL CORPORATION (JMRC) may be put to or involved as a result of the Contractor’s failure to fulfil any of the obligations under and/or under statutes and/or any bye-laws or rules framed hereunder or any of them. JAIPUR METRO RAIL CORPORATION (JMRC) shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands/loss or injury from monthly bills or from the security deposit of the Contractor without prejudicing its any other rights under the Law.

5.10 The Contractor will be required to maintain in good conditions all equipment provided by the JAIPUR METRO RAIL CORPORATION (JMRC) (list enclosed Annexure - ‘III’). It will be the responsibility of the contractor for cleanliness of all equipment, furniture, fixtures, fittings etc. in the kitchen and canteen hall. TheJAIPUR METRO RAIL CORPORATION (JMRC) will neither provide any manpower nor any cleaning material / dusters etc. for the same.

5.11 High standards of hygiene and cleanliness shall be observed in the running of the canteen and connected services by the Contractor and workers engaged by Contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.

5.12 Canteen will remain closed on Sundays and other holidays unless specifically told by officer in charge of JAIPUR METRO RAIL CORPORATION (JMRC). In case the Canteen is to be opened on holidays and kept open beyond office hours, JAIPUR METRO RAIL CORPORATION (JMRC) has the option to direct the Contractor to doso and permission to do so would be specific.

5.13 JAIPUR METRO RAIL CORPORATION (JMRC) administration shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to officers and staff in their personal capacity, which will be wholly to the risk of the Contractor.

5.14 The Contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow any body to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen and shall be responsible for all damages or losses to JAIPUR METRO RAIL CORPORATION (JMRC) property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by an act of God.
5.15 The Contractor will ensure that hazardous of inflammable or any intoxicating material is not stored in the canteen premises.

5.16 For termination of this agreement three months’ notice will be required on contractor’s side in writing. The Contractor shall vacate the licensed premises peacefully after the expiry of the licensed period and/or earlier if desired by JAIPUR METRO RAIL CORPORATION (JMRC) and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided from time to time and the decision of General Manager (RS), JAIPUR METRO RAIL CORPORATION (JMRC) shall be final and binding upon the Contractor. The Contractor shall be free to remove without any damage to the JAIPUR METRO RAIL CORPORATION (JMRC) property like crockery, cutlery, utensils, and other articles that might have been brought by the Contractor.

5.17 JAIPUR METRO RAIL CORPORATION (JMRC) will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises including kitchen and other rooms.

5.18 Officer in charge can inspect and oversee functioning of Canteen with a view to ensure hygiene, quality of food served and sufficient service in the Canteen. Incase there are repeated failures or lacuna noticed due to failure of Contractor, a fine, penalties up to Rs.1000/- per default can be imposed after giving the contractor an notice in writing and extending an opportunity to explain its position.

(i) Sale of unauthorized/ Non listed items
(ii) Usage of substandard/ Poor quality Raw Material/ Ingredients
(iii) Noncompliance of Business Timings
(iv) Usage of Canteen premises for other than canteen purpose.
(v) Charging of rates for more than the indicated in Annexure-II.
(vi) Any other non compliance found or complaint by JMRC Staff.

5.19 The Contractor shall keep in a conspicuous place in the Canteen the approved fixed rate list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by JAIPUR METRO RAIL CORPORATION (JMRC). The contractor shall inform JAIPUR METRO RAIL CORPORATION (JMRC) administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him from time to time.

5.20 Tenderers may inspect the premises on any working day before submitting their offers.

5.21 The water and electricity charges will be borne by JAIPUR METRO RAIL CORPORATION (JMRC). However, JMRC shall not permit installation of any
power-consuming equipment in the canteen other than the ones provided/authorized by JMRC.

5.22 The contractor shall be responsible for its Corporate and personal taxes of its employees and shall indemnify and keep indemnified the Company for any liability in this connection.

5.23 The contractor shall be responsible for safety of the catering area and would be liable for damages on account of negligent handling of equipment, water connection, electrical fittings, gadgets etc.

5.24 In the event of any information furnished by the contractor, being found later on to be incorrect or any material information having been suppressed the contract awarded on the basis of the same, the award letter may be withdrawn and the contract awarded can be cancelled.

5.25 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by JAIPUR METRO RAIL CORPORATION (JMRC). The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

5.26 The Contractor shall comply with all labour legislations applicable to its employees including, but not limited to, payment of minimum wages, ESI, PF etc. as may be payable or become payable under any applicable laws. The Society shall not, in any way, be responsible in this regard either in part or in full. The Contractor shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time.

5.27 Ignorance of law would not be an excuse for non-compliance.

5.28 JMRC will not be responsible for any accident with any personnel of the Contractor while on work. The Contractor itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The contractor is advised to have his personnel insured under suitable Insurance Schemes on his cost.

5.29 It is clarified that Contractor's personnel engaged for the Services under this tender will be employees of the Contractor, and there will be no relation between the Contractor's personnel and the Society. This point has to be clarified by the Contractor to its personnel.

5.30 Any type of statutory taxes applicable on services under this tender process and contract period (either in force at present or may be applicable in future by a competent order/notification) will be borne by the Contractor and the Society would make no extra payment on this account.

5.31 In the event of dispute or difference arising between the parties, the same shall be discussed between the representative of the Contractor and the JMRC. If the disputes are not settled amicably, it shall be exclusively
referred to arbitration under the Arbitration and Conciliation Act, 1996 (including any subsequent related amendments thereto). The Managing Director of the JMRC shall nominate the arbitrator and arbitration proceedings shall be at JAIPUR. The decision of the arbitrator shall be final and binding upon the parties.

5.32 The courts at Jaipur shall have the exclusive jurisdiction over all matters arising out of this tender process or out of Agreement in pursuance to it or out of any arbitration hereunder.

5.33 The canteen shall remain open daily except Sunday and GH. However, the contractor may be allowed for opening of the canteen with the permission of JMRC Officials.

5.34 The business hours of canteen should be 8:00 hrs to 6:00 hrs and contractor may open canteen beyond that time with the permission from JMRC officials.

5.35 Contractor may also supply prepared food at the metro stations with their own delivery staff.

Notwithstanding any dispute between the parties, the contractor shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.


Performa for Experience Certificate

To Whomsoever it may concern

It is certified that M/s ........................................ is running office canteen/Hostel canteen/Institutional catering services in this department/organization from ......................to ......................

(Name and designation of the officer with seal of the deptt.) and Contact No.

Or

Self-declaration for private Restaurant

It is certified that M/s ........................................ is registered under food safety and standard Act-2006, Govt. of Rajasthan and is running a restaurant from ......................to ......................

Copy of Registration is enclosed.

I understand that any of the information given by me is found false/forged at any time the award of contract, It will lead to termination of contract along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract.

(Name and Signature with stamp)
7 Annexure-II

1. There are Four (04) schedules and indicated rates are included with GST.
2. The bidder has **NOT** to quote on any of schedules.
3. The Rates indicated of items are maximum rates, but for improving/promotion of the business, contractor are free to reduce the items rate as HE/SHE seems justified without compromising the quality.

**Schedule (A)- Items to be kept Mandatory**

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Item Name</th>
<th>Description</th>
<th>All Inclusive base price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tea</td>
<td>100 ml (milk not less than 33%)</td>
<td>08/-</td>
</tr>
<tr>
<td>2</td>
<td>Hot Milk</td>
<td>150 ml</td>
<td>15/-</td>
</tr>
<tr>
<td>3</td>
<td>Coffee</td>
<td>100 ml (milk not less than 75%)</td>
<td>12/-</td>
</tr>
<tr>
<td>4</td>
<td>Veg Thali</td>
<td>4 chapati /2 paratha, dal – 150 gms, seasonal veg – 100 gms, rice – 100 gms, raita/curd (90gms),</td>
<td>80/-</td>
</tr>
<tr>
<td>5</td>
<td>Aloo Samosa/Dal Kachori (any one)</td>
<td>One pieces (70 gms each) with a sachet of sauce</td>
<td>12/-</td>
</tr>
<tr>
<td>6</td>
<td>AalooParantha</td>
<td>1 piece</td>
<td>30/-</td>
</tr>
</tbody>
</table>

**Schedule (B)- Optional as per vendor feasibility**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name</th>
<th>Description</th>
<th>All Inclusive base price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>PyajKachori</td>
<td>One piece (100 gms each) with a sachet of sauce</td>
<td>15/-</td>
</tr>
<tr>
<td>8</td>
<td>MirchiVada</td>
<td>One piece (80 gms each) with a sachet of sauce</td>
<td>15/-</td>
</tr>
<tr>
<td>9</td>
<td>Bread Pakora</td>
<td>One piece (85 gms each) with a sachet of sauce</td>
<td>15/-</td>
</tr>
<tr>
<td>10</td>
<td>Seasonal Vegetable</td>
<td>150 gms</td>
<td>20/-</td>
</tr>
<tr>
<td>11</td>
<td>Rice (per plate)</td>
<td>150 gms</td>
<td>20/-</td>
</tr>
<tr>
<td>12</td>
<td>Tava Roti</td>
<td>01 per</td>
<td>05/-</td>
</tr>
<tr>
<td>13</td>
<td>Lassi</td>
<td>200 ml</td>
<td>25/-</td>
</tr>
<tr>
<td>14</td>
<td>NamkinChhachh</td>
<td>200 ml</td>
<td>20/-</td>
</tr>
<tr>
<td>15</td>
<td>Sankh Maida</td>
<td>100 gms</td>
<td>15/-</td>
</tr>
<tr>
<td>16</td>
<td>MeethaPeda Maida</td>
<td>100 gms</td>
<td>15/-</td>
</tr>
<tr>
<td>17</td>
<td>NamkinSev</td>
<td>100 gms</td>
<td>15/-</td>
</tr>
<tr>
<td>18</td>
<td>NamkinBhujiya</td>
<td>100 gms</td>
<td>15/-</td>
</tr>
<tr>
<td>19</td>
<td>Simple Parantha</td>
<td>1 piece</td>
<td>20/-</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Item Name</td>
<td>Quantity</td>
<td>All-inclusive Base price</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td><strong>Lunch Vegetarian (buffet)</strong></td>
<td>Dal, Seasonal Vegetable, Paneer Dish, Roti, Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet, Ice-cream</td>
<td><strong>180/- per plate</strong></td>
</tr>
<tr>
<td>1.</td>
<td><strong>Western Lunch (buffet)</strong></td>
<td>Chowmin, Soup, Fried Rice, Veg. Manchurian, Boiled Vegetable, Sandwich, Cutlet, Sweet, Ice-cream, Russian Salad</td>
<td><strong>150/- per plate</strong></td>
</tr>
</tbody>
</table>

**Schedule (C) - Optional as per vendor feasibility**
Schedule (D)-Optional as per vendor feasibility

All Packaged products such as cold drinks of popular brands, juices, biscuits, wafers, etc. Articles shall be made available in the canteen with the approval of JAIPUR METRO RAIL CORPORATION (JMRC).

The rate will be at **MRP or less than MRP ONLY** for **Schedule (D)**.

I/We agree to provide the above materials as per above mentioned rates for schedule A, schedule B and schedule C.

Name & Signature of the Tenderer
# Annexure - III

**LIST OF Kitchen ITEMS PLACED IN CANTEEN of JAIPUR METRO RAIL CORPORATION (JMRC)), JAIPUR.**

## 8.1 EQUIPMENT, FURNITURE AND UTENSILS

(i) In lieu of the license fee at Clause 3.2, JMRC shall provide equipment, furniture and utensils to the contract as a part of this contract.

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

### 8.1.ii.1 Part-A (List of Kitchen Equipment and Furniture)

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>DESCRIPTION</th>
<th>Size</th>
<th>UNIT</th>
<th>QTY.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TWO BURNER RANGE</td>
<td>48&quot;x24&quot;x30&quot;</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>2.</td>
<td>WORK TABLE WITH UNDER SHELF</td>
<td>18&quot;x24&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>CHAPTI PLATE PUFFER</td>
<td>48&quot;x24&quot;x34&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>CHAPTI ROLLING TABLE</td>
<td>36&quot;x24&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>UNDER COUNTER REFRIGERATOR</td>
<td>60&quot;x24&quot;x34&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>EXHAUST HOOD-S.S</td>
<td>78&quot;x36&quot;x24&quot;</td>
<td>Nos.</td>
<td>3</td>
</tr>
<tr>
<td>7.</td>
<td>TRIPLE DEEP FAT FRYER</td>
<td>36&quot;x30&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>8.</td>
<td>TEA BOILER</td>
<td>40 LTR.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>MILK BOILER</td>
<td>20 LTR.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>10.</td>
<td>UNDER COUNTER REFRIGERATOR</td>
<td>72&quot;x27&quot;x34&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>11.</td>
<td>FOUR DOOR REFRIGERATOR</td>
<td>48&quot;x30&quot;x80&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>12.</td>
<td>DOUGH MIXER</td>
<td>25 KG.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>13.</td>
<td>POTATO PEELER</td>
<td>10 KG.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>14.</td>
<td>PULVERIOSER</td>
<td>STD.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>15.</td>
<td>WEIGHT GRANDER</td>
<td>5 KG.</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>16.</td>
<td>WORK TABLE WITH UNDER SHELF</td>
<td>18&quot;x24&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>17.</td>
<td>CLEAN DISH RACK</td>
<td>36&quot;x18&quot;x72&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>18.</td>
<td>STORAGE RACK</td>
<td>36&quot;x18&quot;x72&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>19.</td>
<td>SOILED DISH LANDING TABLE WITH GARBAGE CHUTE</td>
<td>60&quot;x24&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>20.</td>
<td>THREE SINK</td>
<td>72&quot;x24&quot;x34&quot;+6&quot;</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>21.</td>
<td>HOT BAIN MARIE</td>
<td>60&quot;x24&quot;x34&quot;</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>22.</td>
<td>PUCKUP COUNTER</td>
<td>48&quot;x24&quot;x34&quot;</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>S. No.</td>
<td>DISCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Rectangular Cafeteria Table (900mm WX750mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.</td>
<td>Nos.</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Rectangular Cafeteria Table (1800mm WX800mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.</td>
<td>Nos.</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Café chair</td>
<td>Nos.</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

(iii) Any damage to the canteen equipment and/or appliances that are supplied by JMRC to have been caused due to negligence or willful action on part of the bidder shall be recovered from the bidder to the extent of the depreciated cost of the item. In this regards JMRC decision will be final.

(iv) The cases of normal wear & tear and repair of furniture/utensil/water cooler/ fans/ water taps/ Electrical Appliances may be done at JMRC cost. Such wear & tear should immediately be brought to the notice of JMRC in writing. In this regard, decision of Engineer In charge will be final.

(v) That the canteen bidder shall be liable to abide by rules/laws as may be applicable to canteen establishment.

(vi) Bidder would have to make his own arrangements for gas/ coal etc. for burners or tandos.

(vii) There will be no price variation in the prices once accepted by JMRC for the entire duration of the contract.

(viii) JMRC shall bear the electricity and water consumption charges of canteen.
JAIPUR METRO RAIL CORPORATION (JMRC)

PRICE BID

I/we agree to pay JAIPUR METRO RAIL CORPORATION (JMRC) a sum of Rs. ----- ------------------ per month plus GST(as applicable) towards monthly rent for canteen (Kitchen and dining hall)running/operation as per terms and condition of tender document/contractagreement.

Note:
The contractor which quote highest rent shall be considered for approval/ negotiation if required.

Place: 

Date: 

Name & Signature of the Tenderer 
with full address
Date: ...............  

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE BID

We, .................................................., having our office at ................................................., agree to all the Terms & Conditions of both RTPP Rules and of the Bid No. .................................................., dated ................................................., issued by JAIPUR METRO RAIL CORPORATION (JMRC) for, CANTEEN SERVICES AT MANSAROVAR DEPOT, JMRC, JAIPUR.

Date
Place

Signature
Name
Seal of Authorized Signatory
11 ANNEXURE-V

ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO.3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-
  a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly inexchange 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 behaviour 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 part or to its property to influence the procurement process;
  f) Not obstruct any investigation of audit of a procurement process;
  g) Disclose conflict of interest; if any; and
  h) Disclose any previous transgressions with with the Entity in India or any other country during the last three years or any debarment by any other procuring entity.

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.

i. (A) Bidder may be considered to be in Conflict of Interest with one or more parties in 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 the same legal representative for purposes of the Bid; or

  d) have a relationship with each other, directly or through common third parties, that puts the min 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 subcontractor, 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.
12 Annexeure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1) I/we possess I 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 one year 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 Bidding Document, which materially affects fair competition;
6) I/we do not have been blacklisted in any contract by the employer/purchaser. If found guilty or such information found incorrect by JMRC then I/we shall agree to debarment proceedings from the tender.

Date:
Place:

[Signature]

Signature of bidder
Name
Designation:
Address:
13 Annexure C: Grievance Redressal during Procurement Process

The designation and address of the Appellant Authority is Convener, JAIPUR METRO RAIL CORPORATION (JMRC) LTD. Jaipur

Filling as appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(1) The officer to whom an appeal is filed under para (I) shall deal with the appeal expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority as 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.

(3) 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.

(4) 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 authorized representative.

(5) **Fee for filling 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 Schedule Bank in India payable in the name of Appellate Authority concerned.

(6) **Procedure for disposal of appeal**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

[See rule S3]

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(s)
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against the 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