

Rs. 1000/-



JAIPUR METRO RAIL CORPORATION LTD.

Directorate of Operations & Systems
2nd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005

CASH COLLECTION, COIN SUPPLY & COIN VENDING MACHINES AT JAIPUR METRO STATIONS (PHASE-1A: MANSAROVAR TO CHANDPOLE)

BID/DOCUMENT
(CONTAINING INSTRUCTIONS TO TENDERERS, DRAFT LICENSE
AGREEMENT FORM AND SPECIAL CONTRACT CONDITIONS)

JAIPUR METRO RAIL CORPORATION LTD.

Application Form/Document for cash collection and coin supply at each station of
Jaipur Metro Phase-1A

(Mansarovar to Chandpole ó 9 Metro Stations)

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NOTICE INVITING BID (NIB)

NIB No. JMRC/O&S/OP/2014-15/NIB/03

Date: 15.07.2014

1.1 GENERAL

1.1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) invites sealed bids by open competitive bidding process for Traffic Earning Cash Collection from its 9 stations of Phase-1A (Mansarovar to Chandpole Metro Stations) as well as supply of coins, installing and maintaining of coin vending machines at these stations on daily basis other than Sundays and Bank Holidays.

1.1.2 The key details of the NIB are as follows:

a.	Name of Bid	:	Traffic Earning, Cash Collection, Coin Supply & Coin Vending Machines at all 9 Metro Stations of Jaipur Metro Rail Corporation Ltd. Phase-1A (Mansarovar to Chandpole) NIB No. JMRC/O&S/OP/2014-15/NIB/03
b.	Approximate Cost of work	:	Rs. 7,00,000/- (for Two years) This cost includes the cost of cash collection and coin supply but does not include other works viz. the earning on term deposits received by JMRC from the Bank.
c.	Bid Security/Earnest money Deposit (EMD)	:	Rs. 14,000/- (by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corporation Ltd).
d.	Cost of Bid form (Non-refundable)	:	Rs. 1000/- (Rs. One Thousand Only), (Non-refundable) by Demand Draft/Bankers Cheque payable in favour of Jaipur Metro Rail Corp. Ltd.
e.	Bid Document availability period	:	From date 15.07.14 time 1700 Hrs to Date 01.08.14 time 1500 Hrs
f.	Pre Bid Meeting	:	Date 22.07.14 Time 1500 Hrs
g.	Authority and place for Pre-bid Meeting, seeking clarifications etc.	:	General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur Tel. +91(141) 5192408 & 5192419
h.	Bid Document submission period	:	From date 24.07.14 time 1700 Hrs to Date 01.08.14 time 1500 hrs.

i.	Venue of submission of Bid		O/o General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
j.	Date & Time of opening of Bid	:	Date 01.08.14 Time 1530 Hrs.
k.	Venue of opening of Bid	:	O/o General Manager (Operations), Jaipur Metro Rail Corporation Ltd., 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur.
l.	Validity of Bid	:	180 days from the last date of submission of bid.
m.	Stipulated date of Commencement of work	:	Within seven days from the date of issue of Letter of Acceptance.
n.	Period of Completion of work	:	2 Years from the date of commencement.

1.2 The Bid document consists of

- Notice Inviting Bid (NIB)
- Instructions to Bidders/Bidders (ITT)
- Special Contract Conditions (SCC)
- Bill Of Quantities (BOQ)
- General Conditions of Contract (GCC)

Note: -

- (A) Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC
- (B) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- (C) If the date of opening is declared holiday, then Bids will be opened on next working day.

1.3 **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 had from the Office of GM (Operations), JMRC, 2nd floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur between 11:00 Hrs to 16:00 Hrs on every working day except on Saturday, Sunday and Public Holidays during the period as mentioned in NIB..

To purchase the Bid document, bidder needs to apply on its letter head to GM (Operations), JMRC, Jaipur along with the Cost of Bid form as mentioned at 1.1.2.d of the NIB.

The complete bid document can also be downloaded from corporation's website www.jaipurmetrorail.in or state procurement portal i.e., www.sppp.raj.nic.in. The bidder can use this downloaded Bid Document for submission. However while submitting of the downloaded bid; bidder shall have to submit the cost of bid form (as per the 1.1.2.d of the NIB) by DD/BC in favour of JMRC payable at Jaipur.

2. Eligibility Conditions

Eligibility criteria	Document required to substantiate the same
<p>The Eligibility Criteria for the bidders is that the bidder should be</p> <p>(a) Nationalized Bank or State Bank of India and its Associated Bank or other Public Sector Bank or Private Bank or Foreign Bank in India</p> <p style="text-align: center;">AND</p> <p>(b) With deposits of Rs. 2,00,000 Crores on 31.03.2013 and substantiated by the bank</p> <p style="text-align: center;">AND</p> <p>(c) Having their branch(es) at Jaipur City.</p>	<p>a. Registration certification of the Bank/Certificate of incorporation etc.</p> <p>b. Articles of Association & Memorandum of Association (If applicable)</p> <p>c. Copy of Banking License issued by RBI.</p> <p>d. Audited statement from Bank certifying deposits not less than Rs. 2,00,000 Crores with it on 31.03.2013</p> <p>e. An undertaking certifying availability of Branch (es) of the Bank at Jaipur</p>

General Manager (Operations)

INSTRUCTIONS TO TENDERER / BIDDER (ITT)

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 will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders should provide all the required information and attach supporting documents as earmarked / mentioned signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- D. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- E. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- F. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities.
- G. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- H. Bids will not be considered if Bidders make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available).

I. Bidders may remain in touch with the JMRC's website www.jaipurmetrorail.in or state procurement portal www.sppp.raj.nic.in for any kind of latest Information, Addendum, Clarification, etc.

J. The words 'bid' and 'tender' have been referred interchangeably in this bid document.

1.0 Bid Document

1.1 The Bid Document is meant to select contractor for providing cash collection and coin supply Services at metro stations. Necessary details of required services are 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.

2.0 Scope of Work

2.1 Contractor shall be required to execute the cash collection, coin supply, term deposit services and installation & operations of coin vending machine as determined by JMRC. The services shall be required at the Metro Stations of JMRC. Brief of the required services and, functional requirement are detailed as under:-

2.1.1 (a) The successful bidder shall make available the cash collection facility through its authorized manpower from the JMRC Metro Station on daily basis except on Sundays and Bank Holidays.

(b) After collection of the cash from JMRC stations, it shall be counted by it on the next day.

(c) JMRC will open two accounts one Current Account named as "JMRC LIMITED (TRAFFIC EARNING ACCOUNT)", another named as "Escrow Account" with the selected bank.

(d) The bank will credit on daily basis into Escrow Account on the day of counting i.e. the next day of collection after that JMRC portion of earning will be transferred to "JMRC LIMITED (TRAFFIC EARNING ACCOUNT)" and remaining portion, if any, shall be transferred to any other accounts as instructed from time to time.

(e) The Fixed Deposit / Term Deposit Receipt/TDR (Flexi in nature) will be opened initially for 46 days, unless or otherwise instructed by the JMRC on every day after leaving a balance of Rs.1,00,000 in the above account and the rate of interest will be applicable as per the bank's quoted offer. On maturity of a TDR, it is to be encashed and amount put back into the current A/c. However, at the end of a working day, the balance in account should be Rs. 1,00,000 only and the entire amount over that should be put into the new TDR.

(f) The Bank will supply coin at each station on daily basis other than Sundays and Bank Holidays in three denominations of Rs. 1, Rs. 2 and Rs. 5, with daily total requirement varying between Rs. 50,000 to Rs. 75,000. Requirement of coins may increase as the revenue operation of the JMRC progresses. The bank shall be required to meet the additional requirement of coins as per the need.

(g) The bank shall install two numbers coin vending machines at each station. Its installation, recoupment of coins and maintenance shall be done by the successful bank.

Recoupment of the coins of these machines shall be carried out daily basis except on Sundays and Bank Holidays.

For operation of coin vending machines, electrical power (if required) shall be made available by the JMRC free of cost.

Successful Bank shall be permitted to display its own promotional advertisement at the coin vending machine. Size and modus operandi of installation of coin vending machine shall be got approved by the Bank from the Engineer in advance.

Space for installations of coin vending machines at the station shall be made available by the JMRC to the successful Bank.

To carry out above mentioned work pertinent to coin vending machine, nothing extra shall be paid by JMRC to the successful Bank.

The Bank shall make such arrangement that coins available in the coin vending machines at any time of operations do not go below the 10% of the total capacity of coin vending machine.

2.1.2 The period of contract shall be for a period of 2 (Two) years for 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/Commercial 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 / Commercial Bid, except revising rates of the Cash Collection & Coin Supply work on account of revision in Minimum Wages.

JMRC shall treat Work of cash collection and coin supply involving semi-skilled staff constituting a weightage of 60% of the accepted price of this item. For the purpose of calculation of price variation, any increase / decrease of rate of semi-skilled work will be applied on the accepted price of this item on prorata basis.

2.1.5 The reference minimum wages taken are as under published vide notification No F.5 (6)MW/Labour/2000/Part Dated 30.09.2013. from the Department of Labour, Rajasthan.

S. No.	Worker	Minimum wages rate (Rs.)	Minimum wages rate (Rs.)
1.	Semi skilled	5174	199

3.0 Who can Apply

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

4.0 Bid Requirements

4.1 In this bid process, the bid document requirement has been detailed below. Bidder should mark "Bid Envelope, Name of Work and Name of the Bidding Bank on the envelope containing following

4.1.1 The bidder shall enclose signed and stamped copy of the Bid Document **including BOO**. Besides this, all other associated / required documents shall be submitted duly numbered, signed and stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the contractor.

The Financial Instruments (i.e. DD/ BC) of Cost of Bid Form, Bid Security Amount shall also be submitted by the bidder in this envelope.

AND

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.

AND

4.1.3 The bidder shall be required to enclose signed and stamped copy of documents to prove the eligibility of Bank as per clause 2 of Notice Inviting Bid (NIB).

5.0 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 Office of General Manager/Operations, 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)) from the office of General Manager /Operations, which is expressly stated to be an addendum to the bid document issued by JMRC, no written or verbal communication/ presentation/explanation by any other employee of JMRC shall be taken to bind or fetter JMRC under the bid/contract.

6.0 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.

7.0 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.

8.0 Bid Validity

The bid shall remain valid and open for acceptance for 180 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 without forfeiting their bid security. Bidders agreeing to the request for extension of bid validity period shall not be permitted to modify their bid but will be required to extend the validity of the period of the bid security correspondingly.

9.0 Bid Security

- 9.1 The bidder shall furnish bid security of the amount in the manner as mentioned at 1.1.2(c) in the Notice Inviting Bid.
- 9.2 Bids not accompanied by an acceptable bid security shall be summarily rejected as being non responsive.
- 9.3 The bid security of unsuccessful bidders may be discharged/returned by JMRC as promptly as possible but not later than 30 days after the expiry of the period of bid validity.
- 9.4 The bid security may be forfeited: -
- 1) If bidder withdraws its bid during the period of bid validity.
 - 2) If bidder does not accept corrections in Rates quoted in the Commercial Bid.
 - 3) In case of a successful bidder fails to: -
 - i) Furnish the necessary Performance Guarantee within the prescribed time limit.
 - ii) Commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance.
 - iii) Enter into the Contract Agreement within the time limit.
- 9.5 No interest shall be payable by JMRC on the bid security.

10.0 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.

11.0 Bid Prices

- 11.1 The Contract shall be for the whole work, if bid not split among the bidders, as described in Bill of Quantities/Letter of Acceptance. 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 minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. **but excluding of Service Tax. Applicable service tax shall be payable by the JMRC to the successful bidder extra.**

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.

- 11.3 The contractor shall be fully responsible to meet all the labour regulations and shall keep the JMRC fully indemnified in this regard.
- 11.4 Income Tax, Work Contract Tax/TDS and other statutory deductions as applicable will be deducted from every monthly bill by JMRC.

- 11.5 During the currency of the contract, the successful bidder shall be required to procure necessary insurance policies as stipulated for insured transit of cash.
- 11.6 Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages given by JMRC and deposit / disburse other statutory dues to the applicable authority/ organization OR as per the direction of JMRC.
- 12.0 SEALING, MARKING AND SUBMISSION OF BIDS**
- 12.1 The Bids shall be submitted as per Single Bid Single Envelope system as described below in person at the O/o GM(O), JMRC, Jaipur. **Completed Bid Package sent by the post/ courier for submission shall not be entertained by the JMRC and JMRC shall not be responsible for loss of such bids.**
- 12.2 The Bids shall be submitted in One Envelope duly super scribed from the bidders the Name of Work 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 If bidder is using the downloaded Bid Document for submission of the Bid, Cost of Bid form as per clause 1.1.2.d of the NIB
- 12.3.2 Bid Security in the form as described at 1.1.2(c) in the NIB.
- 12.3.3 An undertaking that there are No Technical or Commercial deviations or additional Conditions incorporated in the Bid document.
- 12.3.4 Bid documents as listed below:
- i. Notice Inviting Bid (NIB)
 - ii. Instructions to Bidders/ Tenderers. (ITT)
 - iii. Bill Of Quantities (BOQ)
 - iv. Draft Agreement
 - v. Special Conditions of Contract (SCC)
- 12.3.5 All documents establishing the eligibility of the Bank as per NIB Condition (Photocopy should be self certified).
- 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 shall be treated as non responsive and shall be summarily rejected and the Bid Security deposited by bidder shall be forfeited in addition to any other action as per prevalent rules.

BID OPENING AND EVALUATION

13.0 BID OPENING

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

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.

14.0 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.

15.0 CLARIFICATION OF TENDERS/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 telefax 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.

16.0 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.

17.0 EVALUATION OF BID

17.1 The Employer will, keeping in view the contents of Clause 4.1.1 to 4.3 of ITT, carry out technical evaluation of submitted technical proposals to determine that the bidder

has a full comprehension of the work. Where a bidder's technical submittal has a major inadequacy, his bid will be considered to be non-compliant and will be rejected.

- 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 economic 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 ITT.
 - 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 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.
- 17.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.
- 17.7 The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his 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 forfeit the said earnest money absolutely.
- 18.0 **CORRECTION OF ERRORS**
- 18.1 Errors will be corrected by the Employer / Engineer as follows:
- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
 - c. If the rates are being asked to be quoted in percentage above/below vis-à-vis to the Estimated Cost and there arises a discrepancy in deciding the "above" and

"below" words then the above/below mentioned in the WORDS will prevail. If contractor fails to mention above/below in words and figures both then the same shall be decided by the Quoted Amount mentioned (if any) by the contractor.

- 18.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected and the bid security forfeited.

19.0 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.
- 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 The bid is not transferable under any circumstances.
- 19.4 Bid in any form other than the prescribed format issued by JMRC will not be entertained and will be summarily rejected.
- 19.5 Bids with revised / modified rates / offer after submission / opening of the bid will be summarily rejected. In such a case JMRC may forfeit the Bid Security Deposit submitted with the bid.
- 19.6 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. JMRC reserves the right to award the tender to a bidder other than the most economic bidder.
- 19.7 JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.

20.0 Award of Contract

- 20.1 Contract shall be awarded to the bidder whose bid is found to be most economic and evaluation of the most economic offer shall be carried out as follows:
- I) Rates quoted by the bank for cash collection and coin supply services shall be considered as **Expense** to JMRC.
 - II) For calculation of interest for two years interest accruable on Rs. 5 crore with the interest rate for 46 days from the bank's quote on:
 - a. MIBOR for 1 month on the date of opening of Bids; and
 - b. Percentage quoted (plus/minus) by the bank over or below MIBOR for 1 month.The interest so calculated will be taken as **Earning** for JMRC.
 - III) Both (I) & (II) for two years will be calculated to find out the most economical offer for JMRC.

It is clarified that actual deposit in TDR may be higher or lower at a given time of the contractual period. But Rs. 5 crore is adopted purely for the purpose of the assessment of economic offer for JMRC. The bank will have no right whatsoever to demand a minimum of Rs. 5 crore deposits all the time.

- 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 economical than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.

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 most economical shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- 20.3 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his bid has been accepted.
- 20.4 The Letter of Acceptance 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.
- 20.5 Letter of Acceptance shall communicate the sum which the JMRC would pay to the Contractor during the contract period, to be paid on month to month basis and based on bills submitted by the Contractor as per procedure chalked out in the SCC and subject to actual work carried out in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract (hereinafter called 'the Contract Price').
- 20.6 No correspondence will be entertained by JMRC from the unsuccessful bidders.
- 20.7 Upon Letter of Acceptance being signed and returned by the successful bidder, JMRC will promptly notify the unsuccessful bidders and discharge / return their bid security.

21.0 Performance Security

- 21.1 The successful bidder shall furnish to JMRC a security in the form of Bank Guarantee /Bankers Cheque/Demand Draft for an amount, equivalent to 10% of the Contract Price within 30 days from the date of issue of Letter of Acceptance.

The validity of the Bank Guarantee shall be sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. The Bank Guarantee shall be prepared from a scheduled Commercial Bank based in India, with its branch located in Jaipur, as per the format of Bank Guarantee provided in this Bid Document. Further as and when contract value increases, as a result of revision in Minimum Wages / Service Tax, the contractor shall be required to deposit additional Performance security so as to ensure availability of Performance security @ 10% of contemporary contract value in force with JMRC at all times.

- 21.2 Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Bid and forfeiture of the Bid Security.

22.0 Signing of Contract Agreement

- 22.1 JMRC shall prepare the contract agreement, as in the proforma given in this bid document, duly incorporating all the terms & conditions of the bid.
- 22.2 For the purpose of preparing of the contract agreement, the contractor shall be required to deposit 2 Non Judicial Stamp Papers of appropriate value, as intimated by JMRC.
- 22.3 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
- a. Performance Security
 - b. Power of Attorney in favour of Authorized Signatory(s)
 - c. Signed copy of the GCC.
- 22.4 The Contract Agreement shall require to be executed within 45 days from the date of issue of the Letter of Acceptance.

23.0 Cancellation of Letter of Acceptance (LOA)

After issuance of the Letter of Acceptance, in case, the successful bidder fails to commence the work, for whatsoever reasons, as per terms & conditions of Bid then the LOA shall be cancelled and the bid security forfeited in favour of JMRC.

24.0 Corrupt & Fraudulent Practices

JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Biding 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.

25.0 Insurance

The cash and coins in transit will be insured by the successful Bank at their own cost and Bank has to submit the copy of the insurance policy w.r.t. Cash transit loss etc. to the JMRC.

Appendix-A to the ITT
Bill of Quantities (BOQ)

Banks has to quote its rates in the following table.

- A. The monthly service charges (per station) excluding service tax for providing cash collection, coin supply and coin vending machine services at various stations.

S.No.	Activities	No. of station	Rate per Month Per Station	Total amount in Rupees Per month	Total amount in Rs. (2 Years)	
a	b	c	d	e = c * d	f = e * 24	
					In figures	In Words
1	Cash collection					
2	Coin Supply					
	Total					

- B. Quote for Interest rate applicable for TDRs (Flexi) of 46 days

Base Rate	Percentage (Above/Below) to be quoted by the bank in reference to Base Rate in the below mentioned cells.		
	Mention the word "Above" or "Below" in reference to the Base Rate	Percentage in figure in reference to Base Rate	Percentage in words in reference to Base Rate
MIBOR for 1 month			

Fixed deposit rates for 46 days for FDR (Flexi) to be created on a daily basis after leaving Rs. 1 Lac in the current account. The rate will be based on MIBOR of the day plus/ minus the percentage quoted above/below by the bank. For example, in a typical situation suppose the MIBOR of 1 month is 8% and bank has quoted above (plus) 1%, interest rate applicable for TDR will be 9%.

Fixed deposit rates will be floating in nature, as and when MIBOR of 1 month changes, FDR rate will be changed accordingly.

Signature of Bidder

(FORM 6 A)

DRAFT CASH COLLECTION AND COIN SUPPLY SERVICE AGREEMENT

THIS CASH COLLECTION AND COIN SUPPLY AGREEMENT (hereinafter referred to as the "Agreement") is entered into at JAIPUR on this ---- day of -----year----- (Effective Date)

between

JAIPUR Metro Rail Corporation Limited (JMRC) incorporated and registered under The Companies Act, 1956 having its registered office at **Khanij Bhawan, Behind Udyog Bhawan, C-Scheme, Jaipur- 302005**, India, (hereafter referred to as "Company", which expression shall unless repugnant to the context and meaning thereof deem to mean and include successors and permitted assigns) of the one part.

and

_____, a Company incorporated/set up under the Companies Act, 1956/any other statute (to be mentioned) and licensed as a Bank under the Banking Regulation Act, 1949 and having its registered office at _____ and corporate office at _____, (hereinafter referred to as "Contractor or the bank", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the other part.

JMRC and _____ are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

_____ is a Banking Company providing wholesale and retail banking services. The company is desirous of providing the cash collection and coin supply services as provided by _____ and _____ has agreed to provide the same in accordance with the terms and conditions as specified hereunder.

NOW THEREFORE, witnesses and is hereby agreed to by and between the parties as follows:

1. DEFINITIONS

In this agreement, the capitalised terms shall have the following meanings:-

"Cash Deposit" means all cash deposit as may be made for the business purposes of the Company;

"Coin supply" means supplying of coins at all stations of JMRC on daily basis other than Sundays and Bank holidays;

Services shall mean the cash collection, coin supply and operation and maintenance of coin vending machines services to be provided by _____ to the Company herein.

2. SERVICES TO BE PROVIDED

2.1 _____ will collect all cash deposit from JAIPUR Metro Rail Corporation Ltd. stations as mutually agreed to by the Company and _____ and credit the same to the account of the Company as specified by the company in writing to _____.

2.2 _____ will supply the coins to all stations of JAIPUR Metro Rail Corporation Ltd. as mutually agreed by the Company and _____

2.3 _____ will install, maintain and recoup two numbers Coin Vending Machines at each stations.

2.4 _____ will make arrangement for FDR/TDR as specified in the Bid Document at the Bank quoted offer as per Annexure (A) .

3. OBLIGATION OF THE COMPANY

3.1 The Company agrees that only the cash deposits accompanied with the deposit slips, as specified by _____ from time to time, duly completed in all respects, will be accepted by _____ from such persons as the Company may determine, and make available the deposit slips provided to the Company by _____ for this purpose.

3.2 All cash deposit in favour of the Company shall be made with _____ or with _____ representatives within the time specified by _____ from time to time and in accordance with the operational details as specified in Annexure B hereto.

3.3 The Company shall, from time to time, during the validity of this agreement, lodge with _____ the specimen signature of such persons including the officers of the Company/Company's dealers/ Company's representatives who are authorised to deposit the cash Deposits to _____ or representative of _____.

3.4 The Company agrees that coin supply will be accepted only by such persons as the Company may determine from the authorised persons of the Bank.

3.5 The company agrees to provide two numbers coin vending machines at each stations and recoup it on daily basis except on Sundays and Bank holiday and take all other necessary action as per the Bid stipulation.

4. INVOICING AND PAYMENT

4.1 The _____ will forward the invoice on monthly basis to the Company towards the charges for cash collection and coin supply as agreed between the Company and _____ in this agreement and specified in Annexure A hereto and the Company will make the payment after deducting the statutory deduction, if any.

4.2 The _____ shall not be entitled to reverse any credit entry consequent to the shortfall in cash deposit, or on account of counterfeit or torn currency notes, as in the Annexure - B hereto.

5. PRICE VARIATION:

JMRC shall also revise the rates, if the revision/enhancement is made by the State Govt. on the minimum wages of semi-skilled staff. **Per day rate of semi-skilled worker is Rs. 199/- w.e.f. 01.01.2014, which is generally revised every year.** JMRC shall treat Work of cash collection and coin supply involving semi-skilled staff constituting a weightage of 60% of the total service charges. For the purpose of calculation of price variation, any increase / decrease of rate of semi-skilled work will be applied on the quoted basic service charges on prorata basis.

6. INDEMNITY

6.1 The Company agrees to indemnify and *keep* _____ indemnified and save harmless against all claims/ damages/losses/costs/expenses suffered or incurred by _____ due to collection / cash deposit in pursuance of this agreement and / or Company's title to the cash deposits collected is found to be defective or the Company is found to have no title to any cash deposit collected, or if there is any short fall, counterfeit or torn currency note or from any action of any statutory, administrative, regulatory authority or person making a claim on proceed from the collection of cash deposit in pursuance of this agreement by _____. The provisions of this clause shall survive the termination/ of this agreement.

7. TERMS AND TERMINATION

This agreement shall remain in force initially for a period of two years from the date hereof, which may be extended for further period of one year as may be mutually agreed upon by and between the parties and performance of the bank. _____, without assigning any reason, may terminate this agreement by giving 30 days advance written notice to the Company and the Company may terminate the agreement, without assigning any reason, by giving 30 days advance written notice to _____, subject to satisfying claims pending against each other in full and final settlement. The termination of this agreement shall not affect the rights and liabilities of the Company and the _____, accrued on the date of termination.

8. FORCE MAJEURE

_____ shall not be liable for any failure to perform any of its obligations under this agreement if its performance is prevented, hindered or delayed by a force majeure event (defined below) and in such case its obligation shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or riots, insurrection, war or acts of Government.

9. LAW AND JURISDICTION

- a. The provisions of this agreement shall be governed by, and construed in accordance with Indian Law.
- b. The parties agree that in case of any dispute, difference of opinion or claim arising out of or relating to this agreement or breach, termination or the validity thereof, shall firstly be attempted to be settled by conciliation as per Arbitration and Conciliation Act 1996 and as per the procedure laid down in clause 25 of SPECIAL CONTRACT CONDITIONS.

- c. The parties hereby agree that any legal action or proceedings arising out of this agreement shall be brought in the courts or tribunals at JAIPUR in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals.

10 MISCELLANEOUS

(A) Amendments

The services rendered herein are demand facilities, subject to an ongoing review _____ and the terms and conditions, pricing etc may be modified by mutual agreement by both parties. In the event both the parties do not agree to the modified terms and conditions, _____ may terminate the agreement forthwith. No modifications, waiver or amendments of this agreement shall be binding unless communicated in writing and signed by both parties.

(B) Successors and Assigns

The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(C) Notices

- (i) Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five days after being deposited in the post and if sent by courier, three days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation of the document having been dispatched to the correct facsimile number)
- (ii) The addresses referred to hereinabove are:

If to _____

If to the Company:

JAIPUR Metro Rail Corporation Ltd.

Khanij Bhavan

Behind Udyog Bhavan

C-Scheme

Jaipur- 302005

Fascimile number: 0141-5192103

(D) Entire Agreement: No Third Party Rights

- (i) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this agreement. No representation, inducement,

promises, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

- (ii) Neither this agreement nor any provision hereof is intended to confer upon any person other than parties to this agreement any rights or remedies hereunder.

(E) Further Assurances

In connection with this agreement, as well as all transactions contemplated by this agreement, each party agrees to execute and deliver such additional documents and to perform such additional action as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated thereby.

(F) Severability

The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this agreement in such jurisdiction or the validity, legality or enforceability of this agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(G) Information

The Company hereby authorizes _____ and/or its agents to exchange, share or part with all information relating to the Company and all information pertaining to or arising out of this agreement to other _____ group Companies for the purpose of rendering the services herein, and undertakes not to hold _____ and/or all other group companies of _____ Group and their agents liable for use of the aforesaid information. Further, the Company also authorizes _____ to share and/or disclose all the information relating to the Company and all information pertaining to or arising out of this Agreement as may be required by a legal, statutory or regulatory authority and shall not hold _____ liable in any manner whatsoever for such sharing and disclosure.

(H) Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(I) Annexure

This agreement together with all Annexure hereto and original annexure forms a single agreement between the parties hereto.

(J) Counterparts

This agreement has been signed in duplicate, each of which shall be deemed to be in original.

(K) Waiver

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

ANNEXURE -Aø

(DRAFT AGREEMENT)

CHARGES/EXPENSES TO BE PAID BY THE COMPANY

(a) Accepted Rates of Service:-

Location	Service Charges	Maximum Pick-up Amount Per Day	Estimated Cash Collection Per Month	Day of Credit	Expected Denominations (as % of amount)	Cash Pick-up Required
All Stations of JMRC	Rs. _____ Per Month/ per Station	As handed over by the station	As handed over by the station	Day of cash counting	Only Currency Notes	Yes,
Interest Rate Payable by the bank to JMRC for TDR/FDR (Flexi) of 46 days shall be at the MIBOR (one month rate)					(Accepted Rate)	

- (b) Frequency of cash pick-up : Daily other than Sundays and Bank Holidays.
- (c) Frequency of coin supply : Daily other than Sundays and Bank holidays and for Sundays and Bank holidays, required coins shall be supplied on previous day.
- (d) Cash deposit : All cash collected from Company's locations will be pooled to the designated Operative Account No._____.
- (e) Credit to the Current Account : For all cash collected, the credit will be given on the day of counting.
- (f) Frequency of recouping of Coin Vending Machine : Daily other than Sundays and Bank Holidays.
The Bank shall make such arrangement that coins available in the coin vending machines at any time of operations do not go below the 10% of the total capacity of coin vending machine.
- (g) Service charges : Service charges for cash collection and coin supply shall be billed on monthly basis and bill shall be submitted to Company after the completion of the month and the Company shall make the payment after deduction of statutory dues, if any.
- (h) Insurance : The cash and coins in transit will be insured by Bank at their cost and Bank has to submit the copy of the insurance policy with respect to Cash transit loss etc.

**ANNEXURE B
(DRAFT AGREEMENT)**

OPERATIONAL DETAILS

I. The offices of the Company / Company's dealer / Company's Representative or persons authorised by the Company in this behalf (Collectively referred as "Local Company Office") shall:

- (i) Contact the local office of _____ for deposit of cash and supply of coins and ascertain about the cash pick up and coin supply facility. _____ may appoint an independent service provider who/which would act as the cash pick-up and coin supply agency for collecting cash and supplying coins from / to various Company locations.
- (ii) The local office of _____ will provide a photocopy of identity cards of the staff of the cash pick-up and coin supply agency who will be carrying out the process of cash collection and coin supply from/to the local Company office before commencing the cash pick-up and coin supply arrangement. Any changes in the staff list will be intimated to the Company at the earliest.

II. Distribution of deposit slips for cash collection

The local _____ office shall issue cash deposit slips to the local Company office. The Company shall use only such deposit slips for cash deposit.

The deposit slip contains three copies

1. 3rd copy to be obtained by the Company from the cash pick-up agency (authorised persons) who pick-up the cash and deposit slip/s.
2. 2nd copy to Cash pick-up agency's copy.
3. 1st copy for _____ Bank's use.

At the request of the Company, the local office of _____ will arrange for the provisions of additional deposit slip stationery.

III. Coin Supply Process

- (i) The coin supply agency will visit the Company locations as per the agreed time on daily basis other than Sundays and Bank Holidays. The coin supply at various locations of the Company will take place once in a day and recoup the coin vending machine as specified.
- (ii) The quantity and amount of coin to be supplied at each location will be decided as per the requirement of each location.
- (iii) The coin to be supplied at each location of the Company will be in the denomination of Rs. 1/-, Rs. 2/- and Rs. 5/-.
- (iv) The total amount for supplying coins shall be reimbursed/exchange on the day of supplying the coin from the concerned station.

IV. Cash Pick-up Process

- (i) The cash pick-up agency will visit the Company locations as per the agreed time on daily basis other than Sundays and Bank Holidays. The pick-up of cash from the locations of the Company will take place once in a day.
- (ii) The station officials shall fill in the deposit slip details, sign it (by the station Controller), and keep it ready by the time of arrival of cash pick-up agency's person. The stations officials shall keep the entire cash denomination-wise duly counted in packets of 100 notes however loose notes in denomination of Rs.1,000/-, Rs.500/- and Rs.100/- be handed over to the bank representative, covered with cover slip paper on bundle. The cover slip paper on bundle should be duly stamped and signed and the date put on it. The number of notes in such packets shall be mentioned on the cover slip paper covering the packets.
- (iii) The station officials shall separately bundle loose currency with white paper, stamp, signature and date. The number of notes in such packets shall be mentioned on the slip paper covering the packets.
- (iv) The cash pick-up agency shall provide scratch card booklet to each specified Company location for the month. The scratch card booklet will contain a code number for each day of the month. The pick-up agency's personnel will carry the corresponding scratch card for the day and scratch it in front of the Company's authorised person. The cash pick-up agency's person, on reaching the stations, shall also show his/her identification card to the Company's officials. The Company's official shall identify the cash pick-up agency's person based on the identification card and the scratch card code.
- (v) The Company's officials on verifying the scratch card code (given by the cash pick-up agency's person) with the code provided to it earlier in the scratch card booklet, will hand over the cash along with the signed deposit slips to the cash pick-up agency's person.
- (vi) Cash pick-up agency's person shall count the cash at stations.
- (vii) On being satisfied about the amount, the cash pick-up agency's person will sign and stamp the deposit slips (Carbonised) duly filled in by the Company and give the first copy of the same to the local Company office as an acknowledgement subject to returns based on the counterfeit and torn/soiled notes.
- (viii) Normal duration for pick-up is approximately 15 minutes/location.

V. Counting of cash:

Preliminary cash counting is to be done at the station while collecting the cash and issue a receipt. However for final counting of cash on daily basis, the bank will intimate JMRC, the venue and time of counting to GM (Operations), JMRC for sending a person to witness the counting. JMRC will send the staff with proper authority letter.

The witness will not only count the cash but will countersign the counterfeit/soiled/discrepancy of cash of any station detected. This will help JMRC to recover the amount from the concerned station staff.

VI. Discrepancy in quantity and quality of notes

Bank shall collect the cash from the stations and the counting will be done station-wise and the sealed bag will be opened in the presence of the JMRC staff as a witness for the purpose of identification of station on the next working day and if found any less quantity/ discrepant note/ soiled note at the time of counting, the same shall be recouped from the concerned station staff.

Bank shall provide full credit for the amount collected from station and any discrepancy found on account of discrepant notes/soiled note or less quantity then it shall be settled by the bank at their level and later on the same shall be recouped from concerned station staff if JMRC staff as a witness agree for the same.

The bank shall provide the photocopy of the counterfeited notes which is certified by the witness to the concerned station to recover the amount from the concerned station staff.

VII. Coin Vending Machine

Recoupmnt of the coins in the Coin Vending Machines shall be carried out on daily basis other than Sundays and Bank Holidays. The Bank shall make such arrangement that coins available in the coin vending machines at any time of operations do not go below the 10% of the total capacity of coin vending machine.

VIII. Others

A. Pooling of Funds

Pooling of funds for the collections effected at all the locations shall be by way of credit to the Operative Current Account Number _____ of the Company at _____ Branch (õDesignated Operative Accountö)

B. MIS

Daily collection report with details of station-wise collections and Monthly collection report with date and station.

C. Charges

_____ will be paid a service charges of Rs. _____ all inclusive (per pick-up point and supply point) per month against their monthly bill.

D. Validity

The arrangement shall remain valid for a period of two years from date of commencement of contract and extended if required as per the terms and conditions of the contract.

IN WITNESS WHEREOF this agreement has been executed on the day and year hereinabove first written.

Signed and delivered by within
named _____
being the Authorised persons of the Company.

Signed and delivered by _____,
the within named _____,
by the hand of _____,
its Authorised Signatory.

In the presence of:

- 1.
- 2.

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK
(Refer Clause (21.0 of Instructions to Tenderer))

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and JAIPUR Metro Rail Corporation Limited (hereinafter called "Company") of the other part.
2. Whereas JAIPUR Metro Rail Corporation limited has awarded the contract for Cash collection and coin supply Contract (hereinafter called "the contract") to M/s (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) Being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Company the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Company, the Bank is engaged to pay the Company, any amount up to and inclusive of the aforementioned full amount upon written order from the Company to indemnify the Company for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts it may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid up to _____ day of _____, 2014 (as per clause 21.1).
7. At any time during the period in which this Guarantee is still valid, if the Company agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Company in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2014 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name : í í í í í í í í í í ..

Designation : í í í í í í í í í í

I.D. No. : í í í í í í í í í í

Stamp/Seal of the Bank : í í í ..

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

Witness 1.

Signature í í í í í í í í í í .

Name í í í í í í í í í í í

Address í í í í í í í í í í í

Witness 2.

Signature í í í í í í í í í í

Name í í í í í í í í í í ..

Address í í í í í í í í í í ..

SPECIAL CONDITIONS OF CONTRACT (SCC): -

- 1) JMRC will open two accounts with the successful Bidder, one Current account named as JMRC LIMITED (TRAFFIC EARNING ACCOUNT), another named as Escrow Account with the selected bank.
- 2) On collecting of cash from JMRC stations, it should be counted within the next day.
- 3) The bank will credit on daily basis into Escrow Account on the day of counting i.e. the next day of collection after that JMRC portion of earning will be transferred to JMRC LIMITED (TRAFFIC EARNING ACCOUNT) and remaining portion, if any, shall be transferred to any other accounts as instructed from time to time.
- 4) The Bank will supply coin at each station on daily basis other than Sundays and Bank Holidays in three denominations of Rs. 1, Rs. 2 and Rs. 5, with daily total requirement varying between Rs. 50,000 to Rs. 75,000. Requirement of coins may increase as the revenue operation of the JMRC progresses. The bank shall be required to meet the additional requirement of coins as per the need.
- 5) The successful Bank shall have to provide cash collection report (date and station wise) on monthly basis within 5 days after end of every month.
- 6) The Fixed Deposit / Term Deposit Receipt/TDR (Flexi in nature) will be opened initially for 46 days, unless or otherwise instructed by the JMRC on every day after leaving a balance of Rs.1,00,000 in the above account and the rate of interest will be applicable as per the bank's quoted offer. On maturity of a TDR, it is to be encashed and amount put back into the current A/c. However, at the end of a working day, the balance in account should be Rs. 1,00,000 only and the entire amount over that should be put into the new TDR.
- 7) Whenever fund is required by JMRC, JMRC shall instruct the bank to en-cash TDR (flexi) only to the extent of requirement from the available TDR preferably in last in first out principle.
- 8) The rate of interest and duration of the unbroken amount on account of a TDR will remain unaltered as per original. The rate of interest for the amount swept into the current account from Fixed Deposit / TDR (Flexi nature) will be applicable as per the amount and tenure that was prevailing last rate of the bank on the date of transfer.
- 9) No premature penalty by bank on JMRC whatsoever shall be allowed in partial/full encashment of TDR.
- 10) If any late credit is given by the bank from the date of counting of a day's collected cash by whatsoever reason, Bank has to bear the loss of interest. Late/Delay will be counted from the date of counting of a day's collection. Rate of interest for such delay period will be charged by the JMRC equivalent to the 46 days FDR/TDR rate quoted by the selected bank.
- 11) Procedure for cash collection will be as follows:
 - a) The Bank has to collect cash from each station on daily basis other than Sundays and Bank Holidays.
 - b) The Bank has to provide confidential identification number to every station in advance on monthly basis.
 - c) The cash will be collected by authorized person(s) of the Bank.
 - d) The authorized person will show the identification number to the station controller/authorized representative of JMRC and when it matches with the

identification number available with stations, than such person shall be handed over the cash.

- e) The cash will be handed over to authorized person with proper Bank receipts by the station authorities.
 - f) Cash will invariably be counted within the following day by the bank and credit shall be given immediately after counting of the days collection.
 - g) At present there are 9 stations where cash has to be collected.
 - h) Expected cash collection in 2014-15 will be Rs. 33 Crore (from July, 2014 onwards) and Rs. 46 Crore in 2015-16 from these 9 stations of Phase-1A of Jaipur Metro (Mansarovar, New Aatish Market, Vivek Vihar, Shyam Nagar, Ram Nagar, Civil Lines, Railway Station, Sindhi Camp and Chandpole Metro Stations). Expected cash collection is purely an estimated figure and actual cash collection shall depend upon actual foot fall of the passengers to Jaipur Metro and in turn revenue generated there from.
- 12) Procedure for coin supply will be as follows:
- a) Coins will be supplied to every station on daily basis excluding Sundays and Bank Holidays and recoupment of coin vending machine as per requirement.
 - b) The coins will be in the denomination of Rs. 1, Rs. 2 and Rs. 5 and the daily requirement will range from Rs. 50,000 to Rs. 75,000 with distribution schedule to be conveyed by JMRC.
 - c) The amount and quantity of coins required for each station will be informed after awarding the contract.
 - d) At present there are 9 stations where coins are to be supplied.
- 13) Bank shall use its own transport to ensure smooth collection of cash and supply of coins to the stations. Nothing extra shall be payable on this account.
- 14) If the representative of bank doesn't turn up at any station to collect cash, a penalty of Rs. 1,000/- per station per day, subject to maximum Rs. 10,000/- per day will be imposed on the bank.
- 15) Penalty for short supply or non supply of the coins at a station shall be as follows:-

a. Coins not supplied or supplied up to 50% of the requirement	Rs. 500/- per day per station, subject to maximum to 5000/- per day.
b. Coins supply being more than 50% of requirement but still short of the designated requirement	No penalty shall be levied, if there is inadequate supply from RBI to the Bank (supported by document).
c. Coins supply being more than 50% of requirement but still short of the designated requirement	Rs.500/- per day per station, subject to maximum to Rs 5,000/- per day, if adequate supply from RBI to bank.

- 16) The service charges for daily collection of cash & supply of coins as applicable from time to time will be paid by JMRC on submission of bills to be raised on monthly basis. Bank shall not be authorized to deduct service charges from JMRC collection account. Payment of service charges shall be made to the bank from Separate account.
JMRC shall also pay the service charges at enhanced rate, if any upward revision is made in the Minimum Wages as detailed in para 5 (Price Variation of according to clause of Cash collection and coin supply service agreement).

Payment to the bank for their service charges shall be made within 15 days from receipt of bill along with all necessary documents in the office of Manager (Commercial) or authorized officer of JMRC.

- 17) Bank shall not make unnecessary debit or credit entries as against the terms of the agreement; if same is carried out then prior permission of JMRC shall be required.
- 18) In these accounts, each and every transaction must have explanatory details narration in the bank statement, so that user can identify the transaction type without enquiry form bank. e.g.
 - a. If TDR Made then TDR made noí í í í í í í í í
 - b. If TDR reverse then Reversal of TDR noí í í í í í í í í í
 - c. If Interest provided by the bank then Ref. TDR Noí í .. Interest amountí í í and TDS amountí í í í í í í í í Rate of interestí ..
- 19) Any review in the operational process would be done on mutually agreed terms, if found necessary.
- 20) The Bank has to provide the list of authorized representatives with their photo ID proof, who will come for cash collection (station wise), at-least 7 days in advance to Manager (Commercial) or authorized officer of JMRC.
- 21) In case the (Bank) _____ unable to provide the service at its end in any particular day/period, the service charges payable will be deducted proportionately, which shall be in addition to the levy of penalty by JMRC from the Bank
- 22) If the (Bank) _____ appoints any independent service provider towards cash collection and coin supply services, the responsibility and liability of the same will be vested with the Bank itself.
- 23) The Bidder for this contract shall plan and execute work in coordination and in co-operation with the employees of the JMRC deployed at various stations and other locations.
- 24) It shall be the entire responsibility of the Applicant to adopt all the safety measures & deploy the personnel who are adequately trained for safety of collecting of cash and supplying coins. If any accident occurs within the station area due to negligence on the part of the Bidder's personnel, it shall be the full responsibility of the Bidder.
- 25) The Bidder shall ensure full compliance with the statutory laws of India as applicable with regard to this contract and shall be solely responsible for the same.
- 26) The Bidder shall have to make his own arrangements for collecting cash and supplying coins from / to various locations of the Company.
- 27) Tax deduction at source from monthly bill shall be made by the Company as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
- 28) The Bidder shall prepare and submit his detailed working programme towards cash collection and coin supply services.
- 29) Security arrangements for the work shall be in accordance with general requirements and the Contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 30) The persons deployed by Bidder shall hold Identity cards and Identity cards shall reflect the name, address, ID number and it should be duly signed by the Bank.
- 31) Price variation clause is applicable in this contract as per Bids document.