

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Price Rs. 21000/-

JAIPUR METRO RAIL CORPORATION LTD.

NIB No. JMRC/O&S/OP/2014-15/NIB/01

Dated:-15-07-2014

**CUSTOMER FACILITATION AND
WATCH & WARD (CWA) BID**

BIDDOCUMENT



JAIPUR METRO

JaipurMetroRail CorporationLtd.

O/O Director(O&S), IInd Floor, RSIC Wing, ,

TilakMarg,C-Scheme, Jaipur -

302005Website:www.jaipurmetrorail.in

Email: edop.jmrc@gmail.com

Signature of Agency (Authorized Signatory)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID
NOTICE INVITING BID

NIB No- JMRC/O&S/OP/2014-15/NIB/01

Dated:-15-07-2014

1.1 GENERAL

1.1.1

- I. Jaipur Metro Rail Corporation (JMRC) invites digitally submitted bids from interested and eligible Customer Facilitation and Watch & Ward Services Agencies for Providing Customer Facilitation and Watch & Ward Services at all Metro stations and other designated places for Jaipur Metro Rail Corporation Ltd.
- II. The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website www.jaipurmetrorail.in and state procurement portal i.e., www.sppp.raj.nic.in
- III. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.
- IV. Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified below. The objective of this meeting is to address the queries of the prospective bidders related to the Work/ Bidding document.

1.1.2 The key details of the NIB are as follows:

a.	Name of Work	:	Provide Customer Facilitation and Watch & Ward Services at all Metro stations and other designated places for Jaipur Metro Rail Corporation Ltd. NIB No- JMRC/O&S/OP/2014-15/NIB/01
b.	Approximate Cost of work	:	Rs. 4.9Crore /- (Two years)
c.	Bid Security Amount	:	Rs.9,80,000/- (by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corp. Ltd).
d.	Cost of Bid form (Non - Refundable)	:	Rs.21,000/- (Rs. Twenty One Thousand Only), (Non-refundable) by Demand Draft/Bankers Cheque payable in favour of Jaipur Metro Rail Corp. Ltd.
e.	E - Tender Processing Fee (Non - Refundable)	:	Rs.1000/- (Rs. One Thousand only) By Demand Draft / Bankers Cheque, payable in favour of MD, RISL Jaipur.
f.	Online Bid Document availability period	:	From Date: 15-07-2014 time 17:00 Hrs. to Date:06-08-2014 time15:00 Hrs.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

g.	Online Bid Document submission period	:	From Date: 28-07-2014 time 11:00 Hrs. to Date: 06-08-2014 time 15:00 Hrs.
h.	Date & Time of opening of Online Technical Bid	:	Date: 06-08-2014 Time 15:30 Hrs. (Access to online technical bid and its download shall be carried out at the O/o ED (Operations)).
i.	Date and Time of opening of online Financial Bid	:	Will be intimated later to technically qualified bidders or through e-mail/phone/eproc website
j.	Venue and Last Date and Time of physical submission of Cost of Bid Form, Bid Security and Processing Fee*		O/o ED (Operations), JMRC, 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, TilakMarg, Jaipur. Up to 15:00 Hrs of 06-08-2014
k.	Date and Time of Pre Bid meeting		Date: 23-07-2014 Time 11:00 Hrs.
l.	Validity of Bid	:	180 days from the last date of submission of Bid.
m.	Stipulated date of Commencement of work	:	Within 07 (seven) days from the date of issue of "Letter of Acceptance".
n.	Period of Completion	:	2 Years.
o.	Authority and place for Pre-Bid Meeting, seeking clarifications etc.	:	Executive Director /(Operations) 2 nd floor RSIC Wing, Udyog Bhawan, C-Scheme, TilakMarg, Jaipur-302005, E-mail ID – edop.jmrc@gmail.com Tel-+91(141)5192404 , 5192408 & 5192419

Note:-

1. 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.
 2. Physical submission of bid is not allowed.
 3. JMRC will not be responsible for any delay in submission of online bid due to any reason.
- * These original Instruments should be submitted with forwarding letter clearly marking the NIB No. and Name of Work for which these instruments are being submitted. Physical submission of these instruments is to be made by the authorised representative of the vendor at the designed office within the deadline. Submission of these instruments

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

through Dak/Courier etc. shall not be accepted and no correspondence shall be entertained by the JMRC.

At the backside of every instrument, firm needs to mention Name of Firm, NIB No. and Mobile No. of authorised signatory of the firm.

If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be **summarily rejected**.

If scanned copy of any or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be **liable for rejection**.

1.2 Bid Document consists of the following:

- a) Notice Inviting Tender/Bid (NIB)
- b) Instructions to Tenderer/Bidder (ITT)
- c) Special Conditions of Contract (SCC)
- d) General Conditions of Contract (GCC)
- e) Bill of Quantities/Commercial Bid(BOQ)

Note: - 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.

2 Eligibility conditions of NIB

2.1 Firm shall INITIALLY be filtered on the basis of following criteria

INITIAL REQUIREMENTS:-

S. No.	Criteria
1	Firm should not have abandoned any work in last five years.
2	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3	Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.
4	Bidder should not have been involved in frequent litigation in last five years.
5	Bidder should not have suffered Bankruptcy/ insolvency in last five years.
6	Bidder should not have been blacklisted by any organization.
7	Bidder should not submit any misleading information in the application.
8	Bidder should be financially sound to perform the work.
9	Bidder's Net Worth should not be negative.
10	Bidder should be able to certify that no agent/ middleman has been or will be engaged or that any agency or commission has been or will be paid.
11	Bidder should submit that agency commission has not been or will not be paid.

To prove conformity to above requirements, duly filled Evaluation Proforma – 1 needs to be submitted by the Bidder.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

2.2 TECHNO - FINANCIAL ELIGIBILITY REQUIREMENTS : -

Those bidders who qualify through the Initial Requirements need to meet the below mentioned Financial Standing and Physical Requirements:-

2.2.1 Financial Standing (Annual Turnover):-

The average annual turnover of the Bidder during last three audited financial years should not be less than Rs. 196Lacs(80% of the cost of work for one year).

For the purpose of evaluation, the bidder should enclose Audited Balance Sheets of last three Financial Years i.e. FY 2010-11, 2011-12 & 2012-13.

2.2.2 Work Experience (Physical requirement):-

Experience of having satisfactorily completed similar works during last 5 years period ending last day of month previous to the one in which the bids are invited should be either of the following:

- i. Three similar completed works each costing not less than the amount equal to Rs. 196 Lacs(40% of the estimated cost)
Or
- ii. Two similar completed works each costing not less than the amount equal to Rs.245 Lacs(50% of the estimated cost)
Or
- iii. One similar completed work costing not less than the amount equal to Rs392Lacs(80% of the estimated cost)

2.2.3 Definition of Similar Works:-

Customer Facilitation/Watch and Ward Services include for provision of trained and uniformed manpower for providing Customer Related Safety/ Watch and Ward/Services for Central Government/ State Government/ PSU of (MRTS OR Railway OR Airport).

2.2.4 In support of physical requirement, contractor shall have to submit completion certificate(s) issued by the clients organization of the contractor, completion certificate(s) should be issued not below the rank of Executive Engineer.

To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate.

To prove Techno-Financial Eligibility requirements, Evaluation Performa – 2 & 3 of the ITT needs to be submitted by the bidder.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

2.3 Other Eligibility Requirements

Bidder should meet other eligibility requirements as per following -

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last five years excluding the current financial year (i.e. formed on or before 30.06.2009).	<ul style="list-style-type: none">a. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc.b. Articles of Association & Memorandum of Association (if applicable)c. Income Tax Registration (Copy of PAN Card)d. Service Tax Registration number (along with copy of latest challan and Return both)e. Profile of the firm including the related activities done in last five years along with copies of work orders.f. Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.
ii.	The bidder should have the following registrations: <ul style="list-style-type: none">a) Registration certificate and licence Number under Contract Labour (Regulation & Abolition) Act, 1970b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.c) Under Employees' State Insurance Act, 1948.d) Under Private Security Agencies (Regulation) Act, 2005 and rules framed there under.	Enclose copy of below mentioned documents(i.e.). <ul style="list-style-type: none">A. Registration certificate for 'a', 'b', 'c' & 'd'B. Copy of latest challan and return both for 'b' and 'c' obtained in the name of Firm (not in individual name).

Note :-

For point no. (i) and (ii), in case of bidder is consortium, the above documents shall be mandatorily submitted for all the constituent members.

Director (O&S)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID
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 (including General Conditions of Contract), 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 may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- D. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned digitally signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- E. 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.
- F. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. 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.
- G. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- H. 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

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

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.

- I. Bids will not be considered if the 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 forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
- J. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website www.jaipurmetrorail.in or state procurement portal www.sppp.raj.nic.in for any kind of latest Information, Addendum, Clarification, etc.

1.0 Bid Document

- 1.1 The Bid Document is meant to select contractor for provision of Customer Facilitation and Watch & Ward 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).

2.0 Scope of Work

- 2.1 Contractor shall be required to execute the Customer Facilitation and Watch & Ward services, some of them are indicated in Rule 40 & 43 of Metro Railways General Rules – 2013, with its own suitable uniformed and trained manpower. The services may be required at metro stations, service buildings, other installations of JMRC and any other location related to JMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -
 - 2.1.1 Required services under the Bidare: -
 - i) Manning and providing assistance for JMRC's Automatic Fare Collection (AFC) Gates and Ticket Vending Machines
 - ii) Crowd management at Platforms, Lifts, Escalators, etc.
 - iii) Guidance to commuters regarding JMRC system, behavior & etiquettes.
 - iv) Management of Parking Lots.
 - v) Watch & Ward at Ancillary buildings, installations, offices etc.
 - vi) Night patrolling and surveillance of metro system.
 - vii) Handover/transfer of documents/assets from/to various offices/stations of Jaipur Metro.
 - viii) Watch and Ward arrangement at JMRC property viz. Receiving Substations(RSS)/Depots/Administrative Buildings/Stations/Offices etc. or part thereof.
 - ix) Any other job as assigned by JMRC.
 - 2.1.2 The contractor shall provide Customer Facilitation and Watch & Ward services to JMRC by deploying failsafe measures, providing early warning and mobilizing troubleshooting elements thereby ensuring: -
 - a) Protection of JMRC's property, personnel & passengers against harm / theft / damage.
 - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- parking, unauthorized construction, prevent squatting in JMRC's premises, vandalism and throwing of garbage in JMRC's area, prevent littering and ensuring cleanliness.
- c) Undertake fire fighting operations with available equipments and resources.
 - d) Regulate parking of vehicles in parking lots and around designated areas of JMRC.
 - e) Other directions as issued by the JMRC from time to time.
- 2.1.3 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.
- 2.1.4 The period of contract shall be for a period of 2 (two) years, however quantity given in BOQ may be utilized early on requirement of employer.
- 2.1.5 The above services may be required in 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.
- 2.1.6 The man day (deployment) is for eight hours shift. However, manpower deployment may be carried out in four hours shift as well based on Operational requirement. The requirement of Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall be fixed by JMRC from time to time depending on the requirement / traffic pattern at different stations / locations of JMRC.
- 2.1.7 During the 2 years contracted period, a total of 2,97,840CWA Personnel Shifts of 4 hours each and 36500 Supervisors Shifts of 4 hours each may be offered by JMRC. However, actual utilization may change, based on JMRC's requirement. Deployment of Customer Facilitation Assistant, Watch & Ward personnel/supervisors shall begin with the minimum requirement and shall increase gradually as per the need basis.
- 2.1.8 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.
- 2.1.9 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.
Rates will only be revised on account of revision in Minimum Wages and revision in other Statutory Tax or Contributions viz. Service Tax / Provident Fund and Employee State Insurance. Revision in minimum wages shall also cause to have effect on PF, ESI and uniform charges as formulated in the BOQ and accordingly rates will be stand revised. The variation in goods/services shall be regulated by RTPPR, Rule-73.If the JMRC procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation. In rule 73 of RTTPR sub rule 2(B) the variation for additional quantity is limited upto 50% of the value of goods or services of the original contract. The variation can be implemented anywhere in the network of JMRC.
- 2.1.10 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.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

S. No.	Worker	Minimum wages rate (monthly)	Minimum wages rate (daily)
1.	Unskilled	4914	189
2.	Semi skilled	5174	199
3.	Skilled	5434	209
4.	Highly Skilled	6734	259

3.0 Who can Apply

3.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from consortium are chalked out in Clause 8.0 below.

3.2 All bidders meeting the eligibility conditions as specified in the clause -2 of the NIB can participate in the Bid.

4.0 Bid Requirements

4.1 For the purpose of selection of contractor, the Bid document is divided into two parts viz. the Technical Bid and the Commercial Bid. The requirements for Technical Bid are as under: -

Technical Bid

4.1.1 The bidder shall submit signed and stamped (lead member in case of Consortium) copy of the Bid Document **except BOQ**. Besides this all other associated / required documents shall be submitted duly numbered, physically signed/ stamped by the bidders.

The scanned copy of instruments (i.e. BG/ FDR/ BC) of Cost of Bid Form, Bid Security Amount and E-tendering Processing Fee shall be enclosed by the bidder with the Technical Bid.

All submissions at the e-proc website shall be done with the help of Digital Signature only.

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.

4.1.3 A valid License under the Private Security Agencies (Regulation) Act, 2005. A copy of the same shall be enclosed.

4.1.4 The bidder shall be required to enclose digitally signed/ stamped copy of valid registrations with the following: -

- i) Registrar of Companies (in case bidder being a company)
- ii) Employees Provident Fund Organization (along with copy of latest challan and return both)
- iii) Employee State Insurance Corporation (along with copy of latest challan and return both)
- iv) Service Tax Department (along with copy of latest challan and return both)
- v) Registration with Labour Department.

vi) Any other documents as required to prove eligibility.

In case of a consortium, the above documents shall be mandatorily submitted for all the constituent members.

4.1.5 Each bidder (each member in the case of a consortium) shall be required to confirm and declare with the Bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

will be, paid and that the Bid price will not include any such amount. The format is given in Annexure–2 of the ITT.

- 4.1.6 The bidder shall be required to enclose Self Attestation, as in Annexure–6, of the ITT along with the Technical Bid.
- 4.1.7 The bidder shall be required to enclose the Check List for submission of Customer Facilitation and Watch & Ward (CWA) Bid JMRC/O&S/OP/2014-15/NIB/01 as in Annexure–7 of the ITT.
- 4.1.8 In order to assess the technical and financial capabilities of the bidders, the Technical Bid is divided in various Evaluation Proformas (Evaluation Proforma–1 (Initial Filter of Applicant) and Evaluation Proforma–2 to 3 (Technical Evaluation)). Bidders are advised to fill the enclosed Proformas, signed, stamped and certified by the auditors wherever required. A bidder has to first qualify the Initial Filter Criteria.
- 4.1.9 Definition of Similar Works:-

Customer Facilitation/Watch and Ward Services include for provision of trained and uniformed manpower for providing Customer Related Safety/ Watch and Ward/ Services for Central Government/ State Government/ PSU of (MRTS OR Railway OR Airport).

- 4.2 Bidders may note that the Commercial Bids of only those bidders will be opened who satisfy the requirements mentioned above from 4.1.1 to 4.1.9.
- 4.3 Bidders may attach clearly marked and referenced continuation sheets in the event that the space provided in the Evaluation Proformas are insufficient.

Financial/Commercial Bid:-

Financial/ Commercial bid shall contain the Bill of Quantities (BOQ) as per the uploaded standard template in excel sheet.

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 Executive Director /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 Executive Director/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.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

8.0 Consortium

- 8.1 There can be a maximum of 3 (three) members in a consortium.
- 8.2 The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
- 8.3 The consortium as a whole (with cumulative effect) may satisfy the eligibility criteria i.e. the Technical Bid.
- 8.4 Each consortium must specify the proposed equity shareholding(Annexure-4) and nominate a Lead Member of the consortium. This shall be enshrined in the Memorandum of Agreement signed by all consortium members and submitted along with the Bid. The Consortium agreement should be on non-judicial stamp paper signed by each & every authorized signatory along with their copy of authorized Power of Attorney duly notarized. A draft of the consortium agreement is there at Annexure-5 of this Bid Document.
- 8.5 If the successful bidder is a consortium of firms, the License Agreement shall be signed with entire consortium i.e. all the consortium members shall be party to the Contract Agreement.
- 8.6 There will be no change in the consortium's proposed shareholding structure in the submitted Bid, till the completion of the contract in all respect.
- 8.7 All members of the Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the Contract Agreement. However, a single performance guarantee from the lead member only shall be submitted for the consortium.
- 8.8 Any individual bidder or member of a consortium cannot be a member in another consortium and participate in this Bid.

9.0 Bid Validity

The Bid shall remain valid and open for acceptance for a period of 180days. 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.

10.0 Bid Security

- 10.1 The bidder shall furnish bid security of the amount in the manner as mentioned in the Notice Inviting Bid.
- 10.2 Bids not accompanied by an acceptable Bid security shall be summarily rejected as being non responsive.
- 10.3 The Bid security of unsuccessful bidders may be discharged/returned by JMRC as promptly as possible as but not later than 30 days after the expiry of the period of Bid validity.
- 10.4 The Bid security may be forfeited: -
- 1) If bidder withdraw 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: -

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

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

11.0 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.

12.0 Bid Prices

- 12.1 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 in Percentage Value above to the estimate cost in the Bill of Quantity (BOQ) and accordingly calculate the Rates per 4 hours Shift per Day for all sub-items of works described in the (BOQ). The Bidder shall fill in percentage value upto two decimal places only, if bidder submits percentage value more than two decimal places, then the bid shall be **liable for rejection**. The bidder is required to quote his rates taking into account all the Terms & Conditions of the Bid.
- 12.2 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. Present applicable service tax @ 12.36% has been considered separately in the Estimated Costput for tendering in the BOQ. Quoted price will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract, complete as required.
- 12.3 The duty hours of the manpower deployed by the contractor shall be a maximum of 8 hours per day. If the duty time exceeds 8 hours per day, overtime charges shall be paid by the contractor to the concerned manpower as per applicable Rules in Contract Labour (Regulation & Abolition) Act, 1970 without any liability on the part of JMRC.
- 12.4 Income Tax, Work Contract Tax/TDS and other statutory deductions as applicable will be deducted from every monthly bill by JMRC.
- 12.5 During the currency of the contract, the successful bidder shall be required to procure necessary insurance policies as stipulated in Clause No.5.6 i) & ii) of Special Conditions of contract.
- 12.6 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.

13.0 Submission of Bid

- 13.1 Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 13.2 The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.

- 13.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 13.4 Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/BC/BG for Cost of Bid Form, e-tender Processing Fee & Bid Security. However, DD/BC/BG for Cost of Bid Form, e-tender Processing Fee & Bid Security, should be submitted physically at the following address of JMRC by the scheduled date and time as per NIB.

Executive Director (Operations)
Jaipur Metro Rail Corporation,
IInd floor, RSIC Wing,
Udyog Bhawan Premises,
TilakMarg, C-Scheme, Jaipur-302005.

- 13.5 JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 13.6 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- 13.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <https://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 13.8 The documents listed in ITT clause along with the addendum's uploaded till the date of bid of submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid to documents shall be digitally signed.
- 13.9 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
- 13.10 All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain tempering of BOQ templates, may be liable to rejection.
- 13.11 Any bid after the deadline of time, will not be received on website.
- 13.12 A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a **pdf copy of this Bid Document** with each page signed by the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with due annexures duly filled as detailed below, in support of eligibility.**

- (a) Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- (b) Bid form, formats, proformas, annexure(s) duly filled and signed.
- (c) Supporting documents to substantiate eligibility
- (d) Scanned copies of financial instruments (Cost of Bid Form, Bid Security, Performance Guarantee)
- (e) Any other documents, contractor deem fit **but NOT the Commercial Bid/BOQ.**

All these annexures should be duly filled, signed & scanned (in pdf format) and to be submitted online by the DSC as part of technical bid.

No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

b) Part-B: Financial Bid (BOQ).

This Part should contain the Financial Bid in the prescribed Format. Rate quoted should be all inclusive for carrying out activities as detailed in the scope of work.

Utmost care be taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial bid in XLS format (Password protected file).
- ii. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
- iii. Fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in downloaded Financial Bid format as specified (in XLS format only) in green background cells. Don't fill in any other background cells.
- iv. Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- v.

c) Submit the Technical and Financial Bid

14.0 BidOpening

14.1 The bids will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also.

The bids shall be opened in two stages. In first stage the pre-qualification bid/Technical Bid shall be opened and evaluated. The financial part/commercial Bid shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.

14.2 In first stage, Technical bids will be opened. The bidders' names, the presence (or absence) of bid security, and other details shall be made available at the web-site.

14.3 Commercial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately.

15.0 Other Bid Guidelines/ Evaluation of Commercial Bids

15.1 JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- 15.2 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.
- 15.3 The bid is not transferable under any circumstances.
- 15.4 Telegraphic, conditional or incomplete bids will not be accepted. Bids need to be submitted online only (except the tender Cost of Bid Form, Bid Security and Processing Fee). Bids submitted by any other means shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
- 15.5 Bid in any form other than the prescribed format issued by JMRC will not be entertained and will be summarily rejected.
- 15.6 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.
- 15.7 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 L-1 bidder.
- 15.8 JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
- 15.9 Bidders are advised to submit only one bid either by themselves, or as a partner in a joint venture, or as a consortium. If a Bidder, or if any one of the partners in a joint ventures, or any one of the members of the consortium participates, submits more than one bid, all the bids in which the Bidder has participated shall be considered invalid.

15.10 Process of Evaluation of Commercial Bids

The evaluation of Commercial Bid by the Bid Committee will take into account the following factors: -

- a) In case of discrepancy between figures and words offered as Bidder Quoted Percentage, Bidder's Quoted Percentage in words would govern.
- b) In case of discrepancy in the Bidder Quoted Amount, the amount derived from the Bidder Quoted Percentage would govern.
- c) In case of discrepancy in the Rates Per 4 Hours Shift PerDay for individual Items, the Rates Per 4 Hours Shift Per Day derived from the Bidder Quoted Percentage would govern. Further, calculation of Rates Per 4 Hours Shift Per Day would be done up to 2 decimal places.

If a bidder does not accept the above correction of errors, his bid will be rejected with the forfeiture of bid security.

16.0 Award of Bid

- 16.1 JMRC will award the contract to the Lowest Bidder(L1), whose bid has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the bid document. Also, the contract may be awarded jointly to the Lowest Bidder (L1) & 2nd Lowest Bidder (L2) in the ratio 70:30 of Quantity of Shifts provided 2nd Lowest Bidder (L2) is technically eligible and L2 matches the rate of Lowest Bidder (L1). Further the said ratio 70:30 will be applied to the no. of 4 hrs. shifts to be deployed and since the deployment keeps on varying on day to day basis the said ratio will be maintained to the extent possible. JMRC will not accept any claim or compensation in this regard on account of non maintenance of said distribution of work between Lowest Bidder (L1) and 2nd Lowest Bidder (L2).
- 16.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

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 least rates shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

- 16.3 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.
- 16.4 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.
- 16.5 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, in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract (hereinafter called 'the Contract Price').
- 16.6 No correspondence will be entertained by JMRC from the unsuccessful bidders.
- 16.7 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.

17.0 Performance Security

- 17.1 The successful bidder shall furnish to the Employer a performance security in the form of Bank Guarantee for an amount of 10% of the Contract Price within 30 days from the date of issue of Letter of Acceptance. The validity shall be six months beyond expiry of contract. 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 BG(s) so as to ensure availability of BG @ 10% of contemporary contract value in force with JMRC at all times.
- 17.2 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Contract and forfeiture of the Bid Security.

18.0 Signing of Contract Agreement

- 18.1 JMRC shall prepare the contract agreement, as in the proforma given in this Bid document, duly incorporating all the terms & conditions of the Bid.
- 18.2 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.
- 18.3 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. Consortium Agreement (duly signed & executed) duly incorporating the requirements as in Clause No.8.0 of the ITT.
- 18.4 The Contract Agreement shall require to be executed within 45 days from the date of issue of the Letter of Acceptance.

19.0 Cancellation of Letter of Acceptance (LOA)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

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.

20.0 Corrupt & Fraudulent Practices

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

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

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID
EVALUATION PROFORMA-1
(INITIAL FILTER OF APPLICANT)

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last five years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last five years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last five years?		
6.	Has the Applicant been blacklisted by any organization?		
7.	Has any misleading information been given in the application?		
8.	Is the Applicant financially not sound to perform the work?		
9.	Is the Applicant's Net Worth negative?		
10.*	Has the Applicant failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.*	Do the documents submitted by the Applicant reveal that agency commission has been or will be paid?		

NOTE:-

“YES” answer to any of the questions from 1 to 11 will disqualify the Applicant.

* A blank Performa of the Certificate is there at Annexure-2. The same should be completed and submitted along with the Bid submission.

Dated

Signature of the Contractor
or his Authorized signatory
with seal of the Firm

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

[FINANCIAL DETAILS]

PROFORMA-2

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

Name of the Applicant: _____

S/N	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actual for Previous 3 Financial Years ending 2012-13		
		2010-11	2011-12	2012-13
1.	Turn Over			
2.	Total Assets			
3.	Current Assets			
4.	Current Assets + Loans & Advances			
5.	Total Liabilities			
6.	Current Liabilities			
7.	Current Liabilities + Provision			
8.	Profit after Tax			
9.	Net worth			
10.	Liquidity			

NOTE: -

1. Please provide duly Audited Balance Sheets and Profit & Loss Accounts of above mentioned Financial Years in support of information / evaluation.
2. This proforma should be certified by a Chartered Accountant.

Dated

Signature of the Contractor
or his Authorized signatory
with seal of the Firm

Countersigned by Chartered Accountant

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

**[EXPERIENCE IN YEARS]
EVALUATION PROFORMA-3
[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF
CONSORTIUM)]**

Name of the Applicant: _____

S/N	Clients Name	Brief Scope of Work *	Date of Start of Work **	Date of Work Completion / still Continuing	Cost of work as per Completion Certificate	Experience / Work Completion Certificate attached ***	
						Yes	No
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

(Furnishing of details in all the columns is mandatory.)

* In case Work Completion Certificate is enclosed wherein confirmation regarding provision of Trained & Uniformed Manpower under Customer Facilitation / Watch & Ward services is not there, Bidder shall be required to enclose relevant document issued by the Client confirming provision of such manpower at their site under above mentioned services to claim the experience.

** The work shall be filled in chronological order with oldest work filled first.

*** Experience / Work Completion Certificate is mandatory to claim related experience. Work completion certificate need to be issued by an officer not below the rank of Executive Engineer to substantiate above mentioned information, failing which the claimed experience shall not be considered.

Dated

Signature of the Contractor
or his Authorized signatory
with seal of the Firm

EXPERIENCE CERTIFICATE
(on Client's Letter Head)

This is to certify that, M/s _____ (Company's Name) having its office at _____, is working / had worked from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY) with us, [for the provision of Uniformed and Trained Manpower under Ticketing / Customer Facilitation / Watch & Ward services] [select applicable service or if any other service please mention], at the location _____. The performance of M/s _____ during the period is/was _____ [Good/Satisfactory/Poor].

M/s _____ has been paid Rs. _____ for the period from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).

(Authorized Signatory) _____

Name of Authorized Signatory _____

Designation of Authorized Signatory _____

* Experience should be as on date of call of Notice Inviting Bid (NIB)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Annexure-2

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

I, Mr./Ms. _____ (Authorized Signatory) on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid by me and that the bid price will not include any such amount.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.

APPLICATION

[ON COMPANY'S LETTER HEAD (LEAD MEMBER IN CASE OF CONSORTIUM)]

The Executive Director (Operations)
2nd floor RSIC Wing, Udyog Bhavan,
C-Scheme, TilakMarg,
Jaipur-302005

Sub: - Bid for Customer Facilitation and Watch & Ward (CWA),NIB No.JMRC/O&S/OP/2014-15/NIB/01.

Dear Sir,

- 1.0 We, hereby, make application for Customer Facilitation and Watch & Ward (CWA) BidNIB No.JMRC/O&S/OP/2014-15/NIB/01. In support of the application we submit herewith the required documents.
- 2.0 We understand that in the event of any information furnished by us found,even at a later date, to be incorrect or any material information having been suppressed, JMRC may take appropriate action as under: -
 - i) Our name may be removed from the list of shortlisted applicants at any time during the Bid process or after the award of the contract.
 - ii) Any Bid submitted by us on the basis of short-listing may not be considered.
 - iii) If any Bid from us is accepted and a contract awarded to us on the basis of our short listing, the Bid acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

(In the case of a joint venture/partnership/consortium add the following paragraph)

- 3.0 This application is submitted on behalf of a Joint Venture/Partnership/Consortium (applicant to delete as appropriate) comprising _____[applicant to state the names of each member] and of which _____ (applicant to insert name of Lead member of Joint Venture/Partnership/Consortium) has agreed to act as Lead member. Each member has prepared a statement of participation in relation to this application and these are contained in Annexure-4.

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

APPLICATION

[ON COMPANY'S LETTER HEAD (EACH MEMBER OF CONSORTIUM)]

The Executive Director (Operations)
2nd floor RSIC Wing, Udyog Bhavan,
C-Scheme, TilakMarg,
Jaipur-302005

Sub: - Bid for Customer Facilitation and Watch & Ward (CWA), NIB No. JMRC/O&S/OP/2014-15/NIB/01.

Dear Sir,

- 1.0 We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a consortium with _____ (member to insert names of all other members of the consortium) for the purpose associated with the Bid.
- 2.0 We understand that in the event of any information furnished by us found, even at a later date, to be incorrect or any material information having been suppressed, JMRC may take appropriate action as under: -
 - i) Our name may be removed from the list of shortlisted applicants at any time during the Bid process or after award of the contract.
 - ii) Any Bid submitted by us on the basis of short-listing may not be considered.
 - iii) If any Bid from us is accepted and a contract awarded to us on the basis of our short listing, the Bid acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

[Member(s) who are not the Lead member of the Consortium should add the following paragraph]

- 3.0 The consortium is led by _____ (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for this Bid.

[Member who is the Lead member of the Consortium should add the following paragraph]

- 4.0 In this consortium we act as Lead member and for the purposes of applying for the Bid on Customer Facilitation and Watch & Ward (CWA), NIB No. JMRC/O&S/OP/2014-15/NIB/01, represent the consortium.
- 5.0 In the event of our consortium is awarded the Contract we agree that we will be jointly (with other members of our consortium) and severally liable to Jaipur Metro

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Rail Corporation Limited. (JMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between JMRC and our consortium.

6.0 Equity shareholding of constituent members of the consortium is as under –

S/ N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (whether Lead Member/Member)
1.			
2.			
3.			

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Annexure-5

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at Jaipur on this _____ day of _____, 2014.

BETWEEN / AMONG

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Jaipur Metro Rail Corporation Limited (hereinafter referred to as 'JMRC') has invited Customer Facilitation and Watch & Ward (CWA) Bid NIB No.JMRC/O&S/OP/2014-15/NIB/01 for provision/deployment of Trained and Uniformed manpower at its stations/other locations.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms in writing.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
HEREBY WITNESSES:**

1. That in the premises contained herein, the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this JMRC's bid.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by JMRC for the bid.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with JMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Bid.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member _____ shall have _____ per cent (___%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have _____ (___%) of share holding with reference to the Consortium for this specified project.
 - (iii) [The Participant Member _____ shall have _____ (___%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the bid process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of bid or any other stipulations of JMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution of this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of JMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Authorized Signatory
(_____)
For (Name of company)
2. (_____)
Authorized Signatory
(_____)
For (Name of company)
3. (_____)
Authorized Signatory
(_____)
For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.

SELF ATTESTATION

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

Sub: - Bid for Customer Facilitation and Watch & Ward (CWA), NIB No.JMRC/O&S/OP/2014-15/NIB/01.

- 1.0 I / We, hereby, declare that I / We understand all the statutory provisions of labour laws and undertake to arrange and ensure the compliance of the following requirements: -
- i) In terms of Clause 6.5 as in Terms & Conditions of the Bid Document, payments to the contracted staff shall be made through ECS / Bank Transfer and further for new employees Cheque / Cash payments shall be done by us for the first month only with witnessing of cash payments by the authorized representative of JMRC.
 - ii) Valid PF no. & ESI no. shall be allotted / arranged to be allotted to all the personnel, engaged by us for the performance of services under the contract, immediately by me/us and necessary contributions of all the personnel shall be deposited by me/us with the concerned authorities.
 - iii) Applicable Service Tax as per the prevalent rate shall be deposited by me/us with the concerned authorities.
- The above list is indicative and not exhaustive.
- 2.0 The rates quoted by me / us in the Commercial Bid are inclusive of the compliance of all statutory provisions.
- 3.0 I / We understand that in the event of any deviation on above accounts shall constitute violation in the terms and conditions of the contract and necessary penalty as per SCC Clause 13.1 (8) may be imposed on us.

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

Annexure-7

CHECK LIST FOR SUBMISSION OF CUSTOMER FACILITATION AND WATCH & WARD BID (CWA-01/2014-15)

(to be included in Bid Index and front of the Technical Proposal)

Name of the Bider - _____

S/N	Item	Bid Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC/PO	1.1.2.d and 1.1.2.j of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC/PO No.			
1.4	DD/BC/PO Date			
1.5	Value of DD/BC/PO			
2.0 (a)	Bid Security Details			
2.1(a)	Bid Security in the form of DD/BC/PO	1.1.2 c and 1.1.2.j of the NIB and 10 of the ITT		
2.2(a)	Name of Issuing Bank and Branch			
2.3(a)	DD/BC/PO No.			
2.4(a)	DD/BC/PO Date			
2.5(a)	Value of DD/BC/PO			
2.0 (b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC/PO	1.1.2 e and 1.1.2.f of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC/PO No.			
2.4(b)	DD/BC/PO Date			
2.5(b)	Value of DD/BC/PO			
3.0	Eligibility and Qualification of Bidder			
3.1	Bid is from a Company	Clause 3.1 of the Instruction to Bidder/Tenderer (ITT)		
3.1.1	Whether Power of Attorney with specimen signature has been submitted	Clause 4.1.2 of the Instruction to Bidder/Tenderer (ITT)		

(Authorized Signatory)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

3.2	Bid is from JV / Consortium		Annexure-5 of the Bid Document	
3.2.1	Whether Power of Attorney with specimen signature has been submitted	Clause 8.4 of the ITT Document		
3.2.2	Whether Power of Attorney from each member of JV/Consortium is enclosed	Clause 8.4 of the ITT Document		
3.2.3	Whether Power of Attorney from each member of JV/Consortium is Notarized	Clause 8.4 of the ITT Document		
3.2.4	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	Annexure-5 of the ITT Document		
3.3	Memorandum of Agreement for JV/Consortium		Annexure-5 of the Bid Document	
3.3.1	Who is the Leader of the Consortium	Clause 8.4 of the ITT Document		
3.3.2	Details of percentage participation of individual members specified in the MoA	Clause 8.4 of the ITT Document		
3.3.3	Whether all the members are jointly and severally liable to JMRC	Clause 8.7 of the ITT Document		
3.4	Whether Bidders or any member of the JV / Consortium has submitted more than one Bid	Clause 8.8 of the ITT Document		
3.5	Whether registration with RoC enclosed for a Bidder being a company / each member in case of JV/Consortium	Clause 4.1.4 of the ITT Document		
3.6	Whether registration with EPFO enclosed for a Bidder/each member in case of JV/Consortium	Clause 4.1.4 of the ITT Document		
3.7	Whether registration with ESIC enclosed for a Bidder/each member in case of JV/Consortium	Clause 4.1.4 of the ITT Document		

(Authorized Signatory)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

3.8	Whether registration with Service Tax department enclosed for a Bidder / each member in case of JV/Consortium	Clause 4.1.4 of the ITT Document		
3.9	Whether Annexure-2 attached by Bidder / each member in case of JV/Consortium	Clause 4.1.5 of the ITT Document		
3.10	Whether Annexure-3 attached by Bidder / Lead member in case of JV/Consortium			
3.11	Whether Annexure-4 attached by each member of JV/Consortium			
3.12	Whether Annexure-6, Self Attestation, attached by Bidder / each member in case of JV/Consortium	Clause 4.1.8 of the ITT Document		
3.13	Whether Registration with applicable labour department enclosed for a Bidder/each member in case of JV/Consortium	Clause 4.1.3 of the ITT Document		
4.0	Technical Proposal			
4.1	Whether sealed Technical Bid, submitted as per requirement	Clause 13 of the ITT Document		
4.1.1	Whether Form of Bid enclosed			
4.1.2	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As in Instruction to Bidders		

(Authorized Signatory)

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

4.2	Whether the bidder is 5 years old in the field of Ticketing / Customer Facilitation / Watch & Ward services and relevant Experience Work Completion Certificates enclosed (each member in case of JV/Consortium)	Clause of the ITT Document		
4.3	Whether the bidder has the financial standing as per the requirement of the ITT			
4.4	Whether the bidder fulfill the work requirement/physical requirement as per the ITT			
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and Processing Fee Documents /Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	Clause 13.1 of the ITT Document		
6.0	Whether sealed Commercial Bid/BOQ submitted	Clause 13.1 of the ITT Document		

I have checked the above list with our submittal. I am aware that if the Bid does not contain above documents, our bid is likely to be rejected by the Employer.

(Authorized Signatory)

Note: - The above mentioned list is not an exhaustive list to decide the eligibility of the contractor. It is the responsibility of the contractor to go through the complete bid document and submit the requisite documents to establish his/her eligibility as per the stipulated requirement.

FORM OF AGREEMENT

This Agreement is made on the ____ day of _____ 2014 between Jaipur Metro Rail Corporation Limited office at Khanij Bhavan, Behind Udyog Bhavan, C-Scheme, Jaipur- 302005 hereinafter called “the Employer” of the one part and _____ (Name & Address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that certain works should be executed, viz. Customer Facilitation and Watch & Ward (CWA), at Various Stations/installations of Jaipur Metro Rail Corporation Limited hereinafter called “the Works” and has accepted a Bid by the Contractor for the execution and completion of such works/services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) Terms and Conditions (SCC)
 - (c) Notice Inviting Bid
 - (d) Commercial Bid
 - (e) Form of Bid
 - (f) Addendums, Reply to Query(s), if any
 - (g) General Conditions of Contract
 - (h) Any other documents forming part of the contract.

3. Scope of Work

3.1 Contractor shall be required to execute the Customer Facilitation and Watch & Ward services, some of them are indicated in Rule 40 & 43 of Metro Railways General Rules – 2013, with its own suitable uniformed and trained manpower. The services may be required at metro stations, service buildings, other installations of JMRC and any other location related to JMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

3.1.1 Required services under the Bid are: -

- i) Manning and providing assistance for JMRC’s Automatic Fare Collection (AFC) Gates and Ticket Vending Machines
- ii) Crowd management at Platforms, Lifts, Escalators, etc.
- iii) Guidance to commuters regarding JMRC system, behavior & etiquettes.
- iv) Management of Parking Lots.
- v) Watch & Ward at Ancillary buildings, installations, offices etc.
- vi) Night patrolling and surveillance of metro system.
- vii) Handover/transfer of documents/assets from/to various offices/stations of Jaipur Metro.
- viii) Watch and Ward arrangement at JMRC property viz. Receiving Substations(RSS)/Depots/Administrative Buildings/Stations/Offices etc. or part thereof.
- ix) Any other jobs as assigned by JMRC.

3.1.2 The contractor shall provide Customer Facilitation and Watch & Ward services to JMRC by deploying failsafe measures, providing early warning and mobilizing troubleshooting elements thereby ensuring: -

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- a) Protection of JMRC's property, personnel & passengers against harm / theft / damage.
 - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in JMRC's premises, vandalism and throwing of garbage in JMRC's area, prevent littering and ensuring cleanliness.
 - c) Undertake fire fighting operations with available equipments and resources.
 - d) Regulate parking of vehicles in parking lots and around designated areas of JMRC.
- 3.1.3 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.
- 3.1.4 The period of contract shall be for a period of 2 (two) years and further may be extended for a period of 1 (one) year after reviewing the performance of the contractor.
- 3.1.5 The above services may be required in the following sections (as a whole or in part) of Jaipur Metro: -
East-West Corridor (Mansarovar to Chandpole Stations of Rail & Underground Corridor Section)
Besides above the services may be required at any other sections operated by JMRC.
- 3.1.6 The man day (deployment) is for eight (8) hours shift. However, manpower deployment may be carried out in four (4) hours shift as well based on Operational requirement. The requirement of Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall be fixed by JMRC from time to time depending on the requirement / traffic pattern at different stations / locations of JMRC.
- 3.1.7 During the 2 years contracted period, a total of 297840 CWA Personnel Shifts of 4 hours each and 36000 Supervisors Shifts of 4 hours each may be offered by JMRC. However, actual utilization may change, based on JMRC's requirement. Deployment of CWA personnel/supervisors shall begin with the minimum requirement and shall increase gradually as per the need basis.
- 3.1.8 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. Rates will only be revised on account of revision in Minimum Wages and revision in other Statutory Tax or Contributions viz. Service Tax / Provident Fund and Employee State Insurance. Revision in minimum wages shall also cause to have effect on PF, ESI and uniform charges as formulated in the BOQ and accordingly rates will be stand revised. The variation in goods/services shall be regulated by RTPPR, Rule-73. If the JMRC procure less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation. In rule 73 of RTTPR sub rule 2(B) the variation for additional quantity is limited up to 50% of the value of goods or services of the original contract. The variation can be implemented anywhere in the network of JMRC.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

4. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works by * _____ in all respects with the provisions of the Contract.
5. **OBLIGATION OF THE EMPLOYER**
The Employer hereby covenants to pay the Contractor in consideration of the execution & completion of the works, the Contract Price of* Rs. _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the contract.
6. **OBLIGATION OF THE CONTRACTOR**
The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
7. **JURISDICTION OF COURT**
The courts at Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
8. It is agreed that JMRC Ltd. can change/add/delete any condition to this agreement. And the contractor is bound to make all arrangement for necessary compliance of the same.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be here unto affixed/(or have here unto set their _____ respective hands and seal) the day and year first above written.

For and on behalf of the Contractor
Signature of the authorized official

For & on behalf of the Employer
Signature of authorized official

Name of the official

Name of the official

Stamp /Seal of the Contractor
SIGNED, SEAL AND DELIVERED

Stamp /Seal of the Employer

By the said
_____ Name
on behalf of the contractor in
the presence of ;
Witness _____
Name _____
Address _____

By the said
_____ Name
on behalf of the Employer
in the presence of ;
Witness _____
Name _____
Address _____

Note:

* Blanks to be filled by the Employer at the time of finalization of Agreement.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

FORM OF BID

(To be submitted on Company's/Firm's Letter Head)

Dated: _____

The Executive Director (Operations)
2nd floor RSIC Wing, Udyog Bhavan,
C-Scheme, TilakMarg,
Jaipur-302005 (Depending upon the estimated cost)

CUSTOMER FACILITATION AND WATCH & WARD (CWA), Bid NIB No. JMRC/O&S/OP/2014-15/NIB/01.

Sir,

1. Having visited the JMRC's system/section, examined the Terms and Conditions as well as Instructions to Bidders including Annexures, Commercial Bid, and addenda thereto (if any) issued by the JMRC for Customer Facilitation and Watch & Ward Services at various stations/installations of JMRC, we hereby (jointly and severally)* offer to execute the works in conformity with the document for the sum stated in the Commercial Bid as completed by us.
2. We undertake (jointly and severally)* to execute the whole of the works as per the conditions.
3. We undertake (jointly and severally)*: -
 - (a) to keep this Bid open for acceptance without unilaterally varying or amending its terms for the period stated in Notice Inviting Bid hereto (withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Bid is submitted shall constitute a breach of this undertaking)*, and
 - (b) If this Bid is accepted, to provide Performance Guarantee, as security for the due performance of the Contract.
4. We submit with this Bid a BidSecurity of required value in respect of our obligations under this Bid.
5. Unless and until a formal agreement is executed between us, this Bid together with our written acceptance of LOA shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of JMRC, if they find to the contrary, to

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

8. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India.

Yours faithfully,

Signature: _____

Date: _____

Name: _____

Address: _____

Witness: _____
(Signature and Name)

Signature: _____

Date: _____

Name: _____

Address: _____

Witness: _____
(Signature and Name)

Signature: _____

Date: _____

Name: _____

Address: _____

Witness: _____
(Signature and Name)

***Note: -**

If the Bidders comprises a Partnership, Joint Venture or Consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. Partnership, Joint Venture or Consortium)
- (b) The liability of each member under the Bid, and under any contract formed upon its acceptance, will be joint and several;
- (c) An authorized representative or each member must sign the Bid.
- (d) Signature on the Form of Bid shall be witnessed and dated.
- (e) Copies of relevant power of attorney shall be attached.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

FORM OF PERFORMANCE SECURITY BY BANK

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

1. This deed of Guarantee made on _____ (Day/Month/Year) between _____ [Bank] (hereinafter called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Ltd. (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation Ltd. has awarded the contract for Customer Facilitation and Watch & Ward (CWA) Bid NIB No. JMRC/O&S/OP/2014-15/NIB/01 Contract for _____ [mention bided section] (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 Employer the full amount of Rs. _____ (Amount in Figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer any amount up to and inclusive of the aforementioned full amount, upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of ____ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.]
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 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.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

9. The neglect or forbearance of the Employer in enforcement of payment of any money, 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 Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

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

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

**SPECIAL
CONDITIONS
OF
CONTRACT
(SCC)**

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

1.0 Private Security Agencies (Regulation) Act, 2005

- 1.1 The Contractor shall possess a valid License issued by the competent controlling authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.2 The Customer Facilitation Assistant, Watch & Ward Personnel and Supervisor deputed by the contractor should be adequately trained in related services. Contractor shall note that the most of the services have been charted out as per Rule-8 (2) and training certificate to be as per Rule 8 (3) – Form-VII of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.3 The Customer Facilitation Assistant, Watch & Ward Personnel and Supervisor deputed by the contractor shall conform to physical fitness standards as charted out as per Rule-9 of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005 and valid certificate (validity 12 month) in this reference issued by Registered Medical Practitioner (RMP).
- 1.4 The Customer Facilitation Assistant, Watch & Ward Personnel and Supervisor should wear / possess the prescribed uniform/accessories as specified in Uniform Design Manual of JMRC/ Rule 17 of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.5 The Customer Facilitation Assistant, Watch & Ward Personnel and Supervisor shall possess Photo Identity Card, similar to Form-XI under Rule 16 of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.6 The Customer Facilitation Assistant, Watch & Ward Personnel and Supervisor should have valid Character & Antecedent Certificate (validity 3 years from date of issue) similar to Form-VII under Rule 7 (7)/ 7 (4) of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.7 Provision of Supervisors as per Rule-10 of the Rajasthan Private Security Agencies (Regulation) Rules, 2006 or similar Rules made by other competent controlling authority under the Private Security Agencies (Regulation) Act, 2005
- 1.8 All other Rules & Regulations, as in the Private Security Agencies (Regulation) Act, 2005, Rajasthan Private Security Agencies (Regulation) Rules, 2006 and similar of other State Govt./ Union Territory of India shall be followed in-toto.

2.0 Deployment

The man day is for eight (8) hours shift. However, manpower deployment may be carried out in four (4) hours shift as well based on Operational requirement. The requirement of Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall be fixed by JMRC from time to time depending on the requirement/traffic pattern at different stations / locations of JMRC.

3.0 Contract Labour Appearance and Requirements

- 3.1 The Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall acquaint themselves with the station systems at respective Jaipur Metro Stations / other installations. The person having experience of similar nature of duties and responsibilities supported by certificate (s) should be given preference in their deployment.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- 3.2 The minimum educational qualification of the Customer Facilitation Assistant, Watch & Ward personnel should have Senior Secondary (10+2) or equivalent and the Supervisors should be Graduate in any discipline from recognized University. The person is expected to know and understand both Hindi & English.
- 3.3 The deployed person shall be an Indian national upto 45 years of age (50 years for Defence and Ex-service personnel and upto 60 years in case of widows and divorce women) on the first day of January next following the date of their deployment.
- 3.4 Adequate supervision shall be provided by the contractor to ensure correct performance of the Customer Facilitation and Watch & Ward services. The supervisors shall be provided with mobile telephone connectivity by the contractor for maintaining efficient and regular communication with JMRC representatives.
- 3.5 During deployment, adequate representation to suitable and competent women personnel as per requirement shall be given.

4.0 Contract Labour Working – General Guidelines

- 4.1 The Customer Facilitation Assistants, Watch & Ward personnel and Supervisor shall report to the Station Controller of the respective stations / Other Control/Reporting Office at least 15 minutes in advance of the commencement of the shift to complete required formalities.
- 4.2 The Customer Facilitation Assistant, Watch & Ward personnel and Supervisor should be extremely courteous with very pleasant mannerism in dealing with the Commuters / General Public and they should project an image of utmost discipline.
- 4.3 The Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall strictly follow the procedure as approved by JMRC for entering into the JMRC system and also accessing any part / portion of AFC System/ Network. If any contractor staff is caught traveling without proper authority/ valid ticket then they will be treated traveling without ticket & shall be penalized as per the provisions of Metro Railways (Operations & Maintenance) Act, 2002.
- 4.4 The Customer Facilitation Assistant, Watch & Ward personnel and Supervisor shall not accept any gratuity or reward in any shape or form from anybody.
- 4.5 All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.
- 4.6 After completing the shift duty, all the personnel shall be required to submit duty report to the Station Controller/Controlling Office, if applicable, in the appropriate format as issued to them by JMRC.

5.0 Instructions to the Contractor

- 5.1 If any damages/loss/theft etc. occurs in the Station premise / area under supervision due to personnel's negligence/failure during the course of duty or otherwise the same shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to JMRC as per the actual cost assessed by JMRC.
- 5.2 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act-1948, Employees State Insurance Act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952, Contract Labour (Regulation and Abolition) Act-1970 and various other acts as applicable from time to time with regard to the labour/personnel engaged by the contractor under the contract.
- 5.3 Contractor should have a valid license from concerned labour authorities, under the Contract Labour (Regulation and Abolition) Act-1970, during the entire currency of the contract.
- 5.4 Contractor should have a valid registration with Employees Provident Fund, Employees State Insurance and Service Tax Department.
- 5.5 The contractor shall give Basic Training/ Familiarization of JMRC's System/ Working to his personnel before deploying the same in the JMRC system. However, it

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- may be noted that this period will not be counted as shifts manned by contractor's personnel for the purpose of payment under the contract.
- 5.6 During the currency of the contract, the contractor shall be required to cover all deployed personnel under following insurance policies: -
- i) Accident and death.
 - ii) All Risk and third party cover.
- Non procurement of above policies will tantamount to Violation of Terms & Conditions of the contract and necessary penalty may be imposed on the contractor as per Clause 13.1 of the Special Conditions of Contract. Further, necessary deductions, equivalent to premium amount for the lapse period of insurance, shall be made from the contractor's monthly bills.
- 5.7 The contractor shall indemnify and hold JMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 5.8 The contractor shall have his own Establishment/Set-up/Machinery / Mechanism/ Training Institute with related Training Aids (or may have tie up with a professional Training Agency), 2 to 3 Ex-servicemen from Police/ Army for training purpose, required Vehicles, Execution & Supervision team etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 5.9 JMRC may give basic training / familiarization of the JMRC system for the personnel of the contractor under the contract initially and this period will not be counted as shifts manned by contractor's personnel for the purpose of payment under the contract. This training shall be charged at the rate of Rs.150/- per person for a batch of minimum 20 persons. If batch size is more than 20, that will be charged on pro-rata basis. The payment of training fee shall be deposited in form of Bank Draft in favour of JMRC Ltd. under proper covering letter.
- 5.10 Contractor shall ensure that its personnel shall not at any time, without the consent of JMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by JMRC and shall not disclose to any person information to the affairs of JMRC.
- 5.11 Contractor shall deploy his personnel only after obtaining JMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to JMRC in advance. For any change in contractor's personnel, JMRC shall be advised at least one week in advance and contractor shall be required to obtain JMRC's approval for all such changes along with their CVs.
- 5.12 All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the contractor on demand by JMRC.
- 5.13 Contractor will maintain all record of property & equipments of JMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property & equipments of JMRC Ltd. in whatever form may be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of JMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.
- 5.14 The contractor shall ensure that personnel deployed under the contract are not members of any union.
- 5.15 Attendance register of manpower deployed for the execution of services shall be maintained by the contractor.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

6.0 Payments under the Contract

- 6.1 The Rates, Per 4 Hours Shift Per Day, accepted by JMRC shall remain fixed/firm through-out the contract period without any variation/escalation, except on account of revision as mentioned at para 2.1.9 of the ITT and will be applicable uniformly for all working days including Weekdays, Weekends, Gazette Holidays, National Holidays, Festivals etc.
- 6.2 The Rates, Per 4 Hours Shift Per Day, accepted by JMRC shall be revised as prescribed at para 2.1.9 of the ITT
- 6.3 The payment shall be made by JMRC at the end of every month (billing period) based on the actual 4 hours shifts manned / operated (pro-rata) by the personnel supplied by the contractor and based on the documentary proof jointly signed by the Station Controller / Station Manager/ Station Superintendent of the respective station or any other authorized employee of JMRC and the contractor / his representative / personnel authorized by him. The same shall be verified by the Manager (Concerned). No other claim on whatsoever account shall be entertained by JMRC. The payments made by JMRC shall, however, be subject to necessary deductions on account of penalty imposed by JMRC on the contractor, TDS, Service Tax etc.
- 6.4 The Contractor shall arrange to submit the monthly bills to JMRC within 15 days from the close of billing period and with the monthly bills the contractor shall be required to enclose the following: -
- 6.4.1 Details of deployment, as mentioned in 6.3 above duly verified by SC/SM/SS of concerned stations or any other authorized employee of JMRC and forwarded by Manager (Concerned). Further a summary of the bill shall be attached.
 - 6.4.2 Invoice, duly taking into account deployment at 6.4.1.
 - 6.4.3 Salary statement for the previous month with Bank Statement / Bank Transfer details to corroborate the payment.
 - 6.4.4 Copy of previous month's contract specific CWA, NIB No. JMRC/O&S/OP/2014-15/NIB/01,EPF Challan.
 - 6.4.5 Copy of previous month's contract specific CWA, NIB No. JMRC/O&S/OP/2014-15/NIB/01,ESI Challan.
 - 6.4.6 Copy of previous month's contract specific CWA, NIB No. JMRC/O&S/OP/2014-15/NIB/01,Service Tax Challan.
 - 6.4.7 Necessary undertakings / annexure(s).
 - 6.4.8 Any other document demanded by JMRC.
 - 6.4.9 After the submission of bills completed in all respects to the entire satisfaction of JMRC Ltd. JMRC will try to release the payments within 15 days from the last date of submission of completed bills.
- 6.5 As far as possible, contractor should make the payments to the contracted staff through ECS / Bank Transfer. In case of exigencies, the employees may be paid in Cheque / Cash(**for the first month only**). However cash payments shall be witnessed and certified by the concerned JMRC supervisor / nominated JMRC representative.
- 6.6 Tax Deduction at Source on-account the monthly bill shall be deducted by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
- 6.7 No advance shall be paid by JMRC to the Contractor.
- 6.8 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 respective agencies / employees as claimed by the contractor &

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

paid by JMRC. Non-payment / less payment of Wages & other dues and failure to deposit / less deposit of statutory dues will tantamount to Violation of of SCC of the Contract and necessary penalty may be imposed on the contractor as per Clause 13.1 of the special condition of contract (SCC).

- 6.9 The rates, per 4 hours shift per day, to be paid by JMRC are inclusive of cost of Uniform and therefore at no point of time complaints with regard to charging money on that account shall be entertained at JMRC Ltd. in such a case it will be treated as Violation of SCC of the contract.
- 6.10 Notwithstanding the release/payment of the bill by JMRC Ltd. to the Contractor, the Contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by JMRC Ltd. to the Contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.

7.0 Contract Period

- 7.1 The contract may commence as mentioned in the Letter or Award (LOA) and the actual deployment may commence 10 days before the proposed date of commercial operation, to give them exposure, competency and training about their responsibility, in such a way to make them available to perform duty before CMRS inspection. Deployment of the CWA personnel would be carried out on gradual basis to meet the actual requirement of revenue operation.
- 7.2 The contract period is Two years from the issue of letter of acceptance.

8.0 Compliances

- 8.1 In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim there for is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, JMRC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by JMRC from the contractor.
- 8.2 If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, be directed to be paid by JMRC, such money shall be deemed to be payable by the contractor to JMRC within seven days after the same shall have been demanded from the contractor. JMRC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.
- 8.3 Salary / Payment to the contracted employees shall be made by 7th of every month by the contractor.
- 8.4 The Customer Facilitation Assistants & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, and expenditure on Uniform, etc.
- 8.5 As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for JMRC works and is required to submit details to JMRC. In any eventuality if the contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, JMRC is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with JMRC and deposit the amount in the name of the contractor with RPFC,

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

withan advice to RPF, duly furnishing particulars of labour engaged for JMRC works.

9.0 Coordination with Other Contractors

The contractor shall plan and execute the contractual work in coordination & in co-operation with other contractors working for similar/other contracts.

10.0 Contractor's Obligations towards Tax Laws

The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep JMRC fully indemnified against liability of tax, interest, penalty etc. of the contractin respect thereof, which may arise.

11.0 Contractor's Office

The Contractor shall establish an office in the Territory of Jaipur Municipal Area for planning, co-ordination and monitoring the progress of the work and intimate the same in writing to JMRC.

12.0 Facilities to be provided by Employer

The following facilities will be provided by the Employer: -

- i) One room at the designated location, to be utilized as control for day to day operational requirement, with sufficient lighting arrangement.
- ii) Communication facility i.e. Intercom and wireless sets to the personnel as per the JMRC's assessment.

13.0 Imposition of Penalty

13.1 Penalty for deficiency in services shall be imposed & recovered from the Contractor. Details of deficiencies are given as under:-

S/N	Offence	Penalty (with or without warning) each case
1.	Poor dress code	Up to Rs.200/-
2.	Carrying Mobile phone on duty / Listening music on Mobile / Other Devices	
3.	Absent, Late reporting, Leaving place of duty before schedule Time or without informing on duty Station Controller	Up to Rs.500/-
4.	Misbehavior and Poor Customer Support	
5.	Public Complaint on any account	
6.	Possession of Live Tokens	
7.	Breach of Instructions	To be decided by Competent authority
8.	Violation of Terms & Conditions of the Contract	
9.	Delay in payment of dues to any workmen (per day per workman)	Rs.100/- Per Day Per Workman
10.	Making payment in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs.10,000/-
11.	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	Rs.5,000/-

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

13.2 Habitual offenders on above counts shall be removed from the JMRC. Further, JMRC shall have the right to remove any person in case of passenger complaints or as decided by JMRC's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case staff is not working / performing to the entire satisfaction of JMRC the contractor may be asked to issue recorded warning with or without penalty/fine.

13.3 The above mentioned penalty shall be imposed on contractor & same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual Customer Facilitation Assistant / Watch & Ward Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as & when required.

14.0 Accidents

It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy manpower that is adequately trained in safety. If any accident occurs within the station area due to negligence on the part of the contractor's personnel or otherwise, it shall be the full responsibility of the contractor only.

15.0 Security Measures

15.1 A fine up to Rs.50,000/- shall be imposed on the contractor plus recovery of cost of items/equipments in addition to the police action against the staff if any employee of contractor is caught stealing JMRC property.

15.2 Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty upto 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

16.0 Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil, riots, tempest, acts of God, which may prevent either party to discharge his obligation (except court or similar bodies Judgments / instructions), the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 30 days, whichever is more, either party may at its option terminate the contract.

17.0 Breach of Contract

17.1 During the course of contract, if in the opinion of JMRC, breach of contract or any negligence on the part of contractor's personnel has taken place, which the contractor fails to remedy within three days of having received written notice of the failure, JMRC shall be entitled to terminate the contract duly issuing 7 days notice to the contractor in writing. In such case the Contractor's Performance guarantee shall stand forfeited in JMRC's favour.

CUSTOMER FACILITATION AND WATCH & WARD (CWA) BID

- 17.2 During the course of contract, if any contractor personnel is found indulging in any corrupt practices causing any loss of Revenue to JMRC or any money loss to Passenger, JMRC shall be entitled to terminate the contract duly forfeiting the contractor's Performance Guarantee.
- 17.3 During the course of contract, if the contractor fails to perform works / services as mentioned in the Scope of Work, duly following all the statutory requirements, to the entire satisfaction of JMRC then JMRC shall be entitled to part terminate the contract / limit the Scope of Work under the contract duly issuing 7 days notice to the contractor in writing.

18.0 Dispute Resolution: Conciliation & Arbitration

- 18.1 In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.
- 18.2 All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with the service agreement shall in the first place be referred to a sole conciliator appointed/nominated by Operations and System Directorate, JMRC on receipt of such requests from either party.
- 18.3 The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.
- 18.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 18.5 The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- 18.6 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below.
- 18.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

18.8 Arbitration Procedure

In the efforts, to resolve all or any of the disputes through conciliation fails, then such dispute shall be referred within 30 days to a sole arbitrator who would be nominated by Operations and System Directorate, Jaipur Metro Rail Corporation Limited. The venue of such arbitration shall be at Jaipur. The award of the sole arbitrator shall be binding on all parties. The cost of arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of JMRC.

18.9 Rules governing Arbitration Proceedings

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

19.0 Notices and Instructions

The Contractor shall furnish to the Employer the postal address of his office at Jaipur. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered/speed post to the office, or to the address of the firm last furnished by the Contractor or sent to his submitted e-mail id by the authorized e-mail id of the JMRC.