

Bid No: JMRC/O&S/TI/2015-16/NIB/02



Bid for selection of operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

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

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NOTICE INVITING BID

Dated: 14th Jan 2016

KEY DETAILS

a)	Name of Work	Bid for selection of operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles
b)	Route detail of JMFR-1 (notified by Transport deptt., Govt. of Rajasthan vide order no. F-9 (6) (i) Tr/RTA/HQ/2013/Tata Magic/6261 dated 29.05.2015 as exclusive route for operation of Jaipur Metro Feeder Services From/ To Mansarovar Station	Mansarovar Station to Mansarovar Station via VT Road, Patrakar Colony, Station , Cambridge Court School, SFS Market, RIICO Mansarovar, Station , Muhana Road (Iskon Mod), Station , Gopalpura Bypass, Bhankhrota, Heerapura, Station , Ganatpura, Narain Vihar, Station , DCM, Nursery Circle, Khatipura Mod, Prince Road, Station (total distance 70 km.)
c)	Estimated Cost of Work	Rs. 2,19,000/-
d)	Bid Security Amount	Rs. 4,380/- (2% of the Estimated Cost)
e)	Cost of Bid Form	Rs. 500/-
f)	Bid Document Availability Period	15 th Jan 2016 (office working hours) Upto 14.00 hrs 25 th Jan 2016
g)	Last Date for submission of Bid	15:00 hrs on 25 th Jan 2016
h)	Time & Date of Opening of Technical Bid	15:30 hrs on 25 th Jan 2016
i)	Venue and Date of Physical Submission of complete Bid with bid cost & Bid Security	Upto 15:00 hrs on 25 th Jan 2016 406, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur - 302020
j)	Venue of Opening of Bid	406, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur – 302020
k)	Validity of Bid	90 days from the last date of submission of bid.
l)	Stipulated Date of Commencement of Work	Within Seven days from the date of issue of "orders to commence", as per requirement.
m)	Period of Completion	Two year from the stipulated date of commencement
n)	Performance Security	5% of the Estimated Cost
o)	Eligibility Conditions	<p>I. Able to provide, own, operate and maintain four wheeler 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle for public transport network with a fleet of at least 7 passenger vehicles.</p> <p>II. Participating bidder shall submit attested copy of registration certificate of individual/ joint venture/ consortium/ association, etc.</p> <p>III. Sufficient documentary evidence for at least 7 passenger vehicles either in bidder name or assurance letter from any individual/ association/ firm etc. to provide their vehicle in favour of the bidder for the work.</p> <p>IV. Documentary evidence may be either in the form of booking of vehicles from authorized dealer or registration certificate of vehicles with model of 2015 or after that.</p>
p)	The Bid documents consisting of Specifications of the vehicles and Schedule of quantities for the work, and other terms and conditions of contract, etc. to be complied with by the bidder, can be obtain from the Commercial Cell, Room No. 405, 4 th Floor, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur between 11:00 Hrs to 16:00 Hrs on any working day except on Saturday, Sunday and Public Holidays upto 14:00 hrs. of 25.01.2016 i.e. period as mentioned in NIB .	

	<p>The complete bid document can also be downloaded from website www.jaipurmetrorail.in or state procurement portal i.e., www.sppp.rajasthan.gov.in. The bidder can use this downloaded Bid Document for submission. However while submitting the downloaded bid, bidder shall have to submit the cost of bid document in the form of DD/Bankers Cheque in favor of JMRC payable at Jaipur, alongwith the bid document.</p> <p>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. Bidders may keep visiting these websites for any subsequent clarifications & modifications.</p>
q)	<p>Bid Document consists of the following:</p> <ul style="list-style-type: none">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) <p>Note: - Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, bidder 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.</p>

General Manager (Operations)
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1 INSTRUCTIONS TO BIDDERS

1.1 GENERAL

1.1.1 OBJECTIVE OF THE BID

Depending upon the demand, size and congestion on the road and route, number of particular feeder vehicles may be decided such that travel time to any metro passenger through the feeder services is within 30 minutes. The peripheral movement of metro feeder services shall be both in clockwise and anti clockwise as per requirement.

The bid is proposed for selection of operator to procure, own, maintain and operate 10 Tata Magic type vehicle as a feeder vehicle transport network for Metro Feeder Route No. JMFR-1 (**Mansarovar Station to Mansarovar Station** via VT Road, Patrakar Colony, **Station**, Cambridge Court School, SFS Market, RIICO Mansarovar, **Station**, Muhana Road (Iskon Mod), **Station**, Gopalpura Bypass, Bhankhrota, Heerapura, **Station**, Ganatpura, Narain Vihar, **Station**, DCM, Nursery Circle, Khatipura Mod, Prince Road, **Station** (total distance 70 km.). However, depending upon the requirement, the feeder vehicles may be diverted on other approved feeder routes.

Considering an average 30 minutes round trip, the 10 Tata Magic or equivalent vehicle within the revenue hour operation of Jaipur Metro even from 6:00 to 22:00 hrs. JMRC may ask to increase the number of vehicles depending upon requirement and contractor shall provide the same within one month from the demand.

Depending upon any vacancy enroute of the approved metro feeder route, the feeder vehicles may pickup and drop other than metro passengers also, to provide operational viability with permission of metro administration and applicable local authorities.

Approval of the peripheral feeder routes to a particular type of feeder vehicle and stoppage enroute to and fro from each metro station as well as applicable fare shall have approval of both JMRC and applicable local authorities i.e. Transport Deptt., Nagar Nigam and Police etc. Transport Department, Government of Rajasthan has allowed JMRC to fix fare for the proposed metro feeder services. Eight seater vehicle (Tata Magic type) shall ply on stage carriage permit, a single permit for one or more routes granted in the name of JMRC subject to a lease contract for the purpose between JMRC and the owner. Other conditions shall be as per the provision of Motor Vehicle Act, 1988.

Through this Bid, JMRC seeks to shortlist a reputed operator who will provide, own, operate and maintain four wheeler Tata Magic type or equivalent vehicle as feeder services on JMFR-1 of Phase-1A of JMRC, to act as feeder vehicles for the Jaipur Metro Rail Network.

1.1.2 (a) Commencement of work: The Engineer shall issue 'orders to commence' as per requirement and the Work shall commence only after, and within 07 days of issuance of this 'order to commence'.

(b) Contract Period: Two year from the day of commencement of work and further extendable upto two years as per Clause 3.10.1 of this document.

1.1.3 QUALIFICATION REQUIREMENTS

ELIGIBILITY CRITERIA: This invitation to bid is open to only those agencies, which fulfill the eligibility criteria as specified as follows:

- I. Able to provide, own, operate and maintain four wheeler 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle for public transport network with a fleet of at least 7 passenger vehicles.
- II. Participating bidder shall submit attested copy of registration certificate of individual/ joint venture/ consortium/ association, etc.
- III. Sufficient documentary evidence for at least 7 passenger vehicles either in bidder name or assurance letter from any individual/ association/ firm etc. to provide their vehicle in favour of the bidder for the work.
- IV. Documentary evidence may be either in the form of booking of vehicles from authorized dealer or registration certificate of vehicles with model of 2015 or after that.

Non submission of information as required in Annexure-H: alongwith technical offer will make offer as non responsive and offer is liable to be rejected.

1.1.4 SUBMISSION OF BID BY SINGLE FIRM/ PARTNERSHIP/COMPANY/JOINT VENTURE//CONSORTIUM

Each agency shall submit only one bid either himself or as a partner / Lead Constituent in a joint venture/consortium/ association for the work. The bidder who submits more than one bid for the same work will be disqualified. All bids submitted shall include all the information as desired herein.

General information of the bidder shall be furnished in **FORM T-1**. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium or association, of each party thereto constituting bid will also be required to be furnished. All the group members in a joint venture/ association will be jointly and severally responsible for the performance under the contract.

In the case of bidder being a joint venture/ association of two or more firms or companies as partners or as members of consortium/ association as the case may be, joint venture/ association data must be furnished in the format prescribed (**FORM T-1**) along with the documents as mentioned therein. The following requirements shall also be complied with.

- a. The bid, and, in the case of a successful bid, the Form of agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
- b. In case of partnership/association, one of the partners shall be nominated as being in charge as lead or prime partner and this authorization shall be evident by submitting a power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium/ association, it will similarly authorize a person to be in-charge and this authorization shall be evident by a power of attorney in favour of that person.
- c. In case of joint venture/consortia/ association, Working capital (net cash flow), net worth, profitability and turnover will be based on the percentage participation of each member/any one member. For the purpose of Experience in similar work, experience of the lead partner and other members of consortia/ association would be considered in totality.

- d. The partner in-charge or the person in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge of joint venture/ association and person in-charge of a consortium/ association.
- e. All partners of the joint venture/ association or constituents of the consortium/ association shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of a successful bid).
- f. In the event of default by any partner in the case of a joint venture/ association and constituent in the case of a consortium/ association in the execution of his part of the contract, the partner/person in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of that part of the contract.
- g. A copy of the agreement entered into by the joint venture/consortium/ association partners shall be submitted along with the bid.

In case the Bidder is an Association, consortium or joint venture, the bidder shall provide the following:

- a) The memorandum of understanding/ joint venture/ association agreement duly notarized indicating.
- b) Nomination of one of the members of the association, consortium or joint venture to be in-charge or lead member. This authorization shall be issued by the legally authorized signatories of all members of the association, consortium or joint venture.
- c) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d) Each member of the association, consortium or joint venture shall be jointly and severally liable for the under taking of this contract.

The bidders to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the bid to commit the bidder or each member of the partnership, consortium or joint venture/ association.

Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 1.4.6

Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the bid/contract, shall be communicated forthwith in writing by the bidder to the Engineer and the Employer.

In the details of information submitted by the applicants at the stage of bid if any information found incorrect or suppressed, the bid may not be considered or contract will be cancelled without any financial claim/arbitration from the bid. The applicant is required to certify in the statement placed at Annexure-A.

Each bidder, or any associate will be required to confirm and declare in the bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that bid price will not include any such amount.

1.1.5 SITE VISIT

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

The agency shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

1.2 BID DOCUMENTS

1.2.1 CONTENTS OF BID DOCUMENTS

The bidder is expected to examine carefully all the contents of the bid documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the bidder's own risk. Bids, which are not responsive to the requirements of the bid documents, will be rejected.

1.2.2 AMENDMENT IN BID DOCUMENTS

At any time prior to the deadline for the submission of bids, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the bid documents by an amendment.

The said amendment in the form of an **addendum**. Bidders may remain in touch with JMRC's website <https://www.jaipurmetrorail.in> or state procurement portal <https://www.sppp.raj.nic.in> for any kind of latest Information, Addendum, Clarification, etc.

In order to afford prospective bidders reasonable time for preparing their bids after taking into account such amendments, JMRC may, at his discretion, extend the deadline for the submission of bids in accordance with Sub-clause 1.5.

1.3 PREPARATION OF BIDS

1.3.1 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged between the bidder and the Employer/Engineer shall be in the English language.

1.4 DOCUMENTS COMPRISING THE BID

1.4.1 BID PACKAGE

General:

Contractor must be agreed with the conditions as mentioned in Annexure-“A” (Obligation / Compliance to be insured by Contractor). If contractor is not willing to comply for conditions as per annexure-“A”, it will be considered as ineligible to participate.

A single-stage one envelope selection procedure shall be adopted. The bid is Technical Bid and Financial Bid in single packet

1.4.1.1 TECHNICAL BID: This Part should contain the Technical Bid consisting of a hard copy of this Bid Document with each page signed by the Bidder in acceptance of the terms and conditions therein, along with copy of all the required documents, comprising the following :

- a) Bid cost & bid security
 - i. These original Instruments should be submitted with forwarding letter mentioning the NIB No., Name of Work and particulars of these financial instruments.
 - ii. At the backside of every instrument, firm needs to mention Name of Firm, NIB No. and Mobile No. of authorised signatory of the firm.
 - iii. Bid cost & Bid security in original need to be submitted with the bid as per schedule.
 - iv. 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.
- b) Copy of the Bid Document - The bidder shall enclose signed and stamped (lead member in case of Consortium/ association) complete copy of the Bid Document. Bids, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.
- c) All applicable Annexures/Proformas shall be duly filled by the contractor as below:

INDEX	As per FORMATS
Form of Bid with Appendix	FORM-A
Form of Bank Guarantee for Bid Security	FORM-B
Certificate of conformity/ no deviation	FORM-C
Format of Bank Guarantee for Performance Security	FORM-D
Form of Agreement	FORM-E
Form of Power of Attorney for signing of bid	FORM-F
General Information & Joint Venture/ Association Data	FORM-T-I
Experience Record (if any)	FORM-T-II
Resources Proposed for the Work-Personnel	FORM-T-III
Financial Data	FORM-T-IV
Indemnity (By Contractor)	FORM-T-V
Indemnity Bond	FORM-T-VI

Indemnity (By Contractor's Staff individually)	FORM-T-VII
Curriculum Vitae	FORM-T-VIII
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Certificate (on firm's letter head)	Annexure D
Certificate (to be submitted monthly)	Annexure E
Verification statement	Annexure F
Details of Approved Routes	Annexure G
Technical specifications of vehicle	Annexure H
Terms & Conditions for Infrastructure and Land made available	Annexure I
Check list of documents to be submitted with the bid	Annexure J
Financial Bid (Bill of quantities)	Annexure K

- d) In case of a joint venture/consortium/association, information as required, in respect of each partner/company including Forms T-I to T-V will be required to be furnished. Additional sheets may be used wherever necessary.
- e) Documents as listed below form part of this bid document:
- Notice Inviting Bid
1. Instructions to Bidders
 2. Technical Specifications and Scope of Work
 3. Special Conditions of Contract
 4. Formats forming part of technical bid
 5. Formats forming part of financial bid
 6. JMRC's General Conditions of Contract
 7. JMRC's Safety, Health and Environment (SHE) Manual
- f) Approved GCC and SHE Manual are uploaded and available on the JMRC website, By Signing this Bid document, firm agrees to accept the GCC and SHE. While framing the contract agreement with the successful Bidder, the bidder shall have to sign the complete GCC and SHE document and submit it to the JMRC
- g) All such Annexures/ proformas as indicated in clause 1.4.1.2 (c) should be duly filled, signed on each page and to be submitted as part of technical & financial bid.

1.4.1.2 **FINANCIAL BID – BILL OF QUANTITIES**

- a) The Financial Bid shall be submitted along with the technical bid. The prices shall be submitted in the Financial Bid Format given as **Annexure-K**
FINANCIAL BID (BILL OF QUANTITIES) of Bid enclosed. These prices should include all costs associated with the contract.
- b) Documents to be submitted by the bidder under bid package have been described under the respective Clause 1.4.1. This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the Bid Documents

including the specifications and to submit all the details specifically called for (or implied) in those clauses.

- c) All documents issued for the purposes of bidding as described in this document and any amendment issued in accordance with Clause 1.2.2 shall be deemed as incorporated in the Bid.

1.4.2 BID PRICES

The bidder is required to quote for all the items as per bid documents.

The rate and prices quoted by the bidder, will include all tax & other statutory liabilities and the cost of insurance etc. to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labor, and other general variations, in accordance with the procedure specified in Special Conditions of Contract, if any. The price adjustment provision will not be taken into consideration in bid evaluation.

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

The rate quoted shall be reasonable and balanced. If the Employer assesses the rates as unbalanced, he may require the bidder to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the rates to be unbalanced and/or unreasonable, the bid is liable to be rejected by the Employer.

The bidder shall keep the contents of his bid and rates quoted by him confidential.

The bidder shall as far as possible utilize Indian labor and staff and materials as approved by JMRC.

1.4.3 CURRENCIES OF THE BID

Bid prices shall be quoted in Indian Rupees (INR) only.

1.4.4 BID VALIDITY

The bid shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of bid.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/the Engineer may request the bidders for a specified extension in the period of validity. The request and the response there to shall be made in writing or by fax or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request, shall not be required or permitted to modify his bid but will be required to extend the validity of his bid security correspondingly.

1.4.5 BID SECURITY

The bidder shall furnish, as bid security, an amount as mentioned in key details of the NIT.

The bid security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of bid security (FORM-B) included in this volume of bid documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the bid (120 days from the date of opening of bid). Bid Security may also be submitted in the form of Bankers cheque or Demand Draft in favor of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The Bid Security shall be endorsed/ pledged in favor of the Employer.

Any bid not accompanied by an acceptable bid security will be summarily rejected by the Employer / Engineer as non-responsive.

The bid securities of unsuccessful bidders shall be discharged/ returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of bid validity as defined in Clause 1.4.4. In this connection, Clause 0 may also be referred to.

The bid security of the successful bidder shall be returned upon the bidder executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 1.6.5.

The bid security shall be forfeited:

- a. If a bidder withdraws its bid during the period of bid validity, or
- b. If the bidder does not accept the correction of its bided price in terms of Clause 1.5.9 or
- c. In the case of a successful bidder, if it fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause 1.6.5 and/or
 - ii. Enter into the Contract within the time limit specified in Clause 1.6.4. No interest will be payable by the Employer on the bid security amount cited above.

1.4.6 FORMAT AND SIGNING OF BIDS

If the bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

If the bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the bid. Alternatively, it shall be signed by all the partners.

If the bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the bid.

If a bid is submitted by a joint venture or consortium of two or more firms or association, it shall submit complete information pertaining to the association, to each firm in the joint venture or consortium and state along with the bid as to which one of the firms shall have the responsibility for bidding and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium or association for

bidding, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium or association in the bid shall be furnished along with the bid. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 1.1.3 may be referred to in this connection.

The documents required to be submitted by the Bidder will be as described under Clause 1.4 herein.

The bidder shall enclose signed and stamped, (lead member in case of Consortium/ association) copy of the complete Bid Document. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the contractor.

In case of all documents listed in Clause 1.4 above, the person signing the documents shall be one who is duly authorised in writing by or for and on behalf of the Bidder and/or by a Statute Attorney of the Bidder. Such authority in writing in favour of the person signing the bid and/or notarized copy of the Power of Attorney as the case may be shall be enclosed along with the bid.

The complete bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the bidder. All amendments / corrections shall be initialed by the person signing the bid.

All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

1.5 SUBMISSION OF BIDS

1.5.1 SEALING AND MARKING OF BIDS

PRE-BID/PRE-BID CONFERENCE.

- 1.5.1.1 A Pre-Bid conference shall be held on the date and location given in the key details of the NIT.
- 1.5.1.2 The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 1.5.1.3 The bidder is requested to submit any question in writing or fax or email, to reach the employer not later than the last date of seeking clarification as mentioned in key details.
- 1.5.1.4 The text of the questions raised by the bids and the response given will be transmitted without delay to all purchasers of the bids documents through the website. Any modification of bid documents, which may become necessary as result of the Pre Bid Conference shall be made by the employer exclusively by issue of an Addendum/clarification/corrigendum through website.
- 1.5.1.5 Non attendance at the Pre-bid/Pre-bid meeting will not be a cause for disqualification of a bidder.

1.5.2 SUBMISSION OF BIDS

- 1.5.2.1 Bidder shall submit their bid in hard copy signing the same. Bidder (authorized signatory) shall submit their offer both for Technical and Financial Bid. The Technical Bid should also contain Cost of Bid Form & Bid Security. However, the original financial instrument for Cost of Bid Form & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIT.

General Manager (Operations),
406, Admin Building,
Mansarovar Depot, Bhriгу Path, Jaipur – 302020

All pages of the bid document and the addendums/amendments shall be initialed and accepted by the persons signing the bid when they submit their bid.

- 1.5.2.2 The documents listed in ITT along with the addenda uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid and documents shall be signed.
- 1.5.2.3 The documents for technical-bid or earnest money or bid fee or any other document required for 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.
- 1.5.2.4 Bids sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 1.5.2.5 The documents for 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.

1.5.3 LATE BIDS

Any bid after prescribed date and time as per NIT, will not be received. JMRC will not be responsible for delay in submission due to any reason. For this, bidders are requested to download/ purchase 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.

1.5.4 BID OPENING AND PRELIMINARY EVALUATION

Bid Opening

- 1.5.4.1 The bids will be opened 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 on corporation's website also. The bids shall be opened in single stage.

- 1.5.4.2 The bidders' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, and quoted licensee fee will be announced by the Bid Opening Committee at the time of opening.

Preliminary Examination of Bids

- 1.5.4.3 The contents of the technical bid documents of the individual bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.
- 1.5.4.4 Responsiveness of all technically and financially qualified bidders, who qualify the technical and financial evaluation will be communicate to only successful bidders separately.

1.5.5 PROCESS TO BE CONFIDENTIAL

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

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

1.5.6 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their bids, including breakdowns of prices. The request for clarification and the response shall be in writing or telefax or email but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer/ Engineer during the evaluation of bids in accordance with Clause 1.5.9 of ITT herein.

1.5.7 DETERMINATION OF RESPONSIVENESS

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

For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the Contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price. Minor deviation may be brought out in FORM-C.

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

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

1.5.8 EVALUATION OF BID

The Employer will, keeping in view the contents of Clause 1.1.3 of ITT, carryout technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work of the contract. Where a bidder's technical submittal has a major inadequacy his bid will be considered to be non-compliant and will be rejected.

All technically acceptable bids will be eligible for consideration of their financial proposals.

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

- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 1.5.9
- b. Such other factors of administrative nature as the Employer / Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.

1.5.9 CORRECTION OF ERRORS

Bids determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will be considered;
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer/Engineer that there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

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

1.6 AWARD OF CONTRACT

1.6.1 AWARD CRITERIA

Subject to Clause 1.1.3 of ITT and 1.5.8 of ITT, the Employer will award, the Contract to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents.

The bidder would be required to bid for the per vehicle per month license fee that it would pay to JMRC per month

For price evaluation of bid, the contract would be awarded to the bidder who offers the most beneficial offer to JMRC, i.e., the bidder whose bid offers the maximum 'E' to JMRC as per the formula below:

FORMULA FOR EVALUATING MOST BENEFICIAL OFFER

Assessed License Fee per vehicle per day = A

Total assessed License Fee per day for 10 vehicles = B = A x 10

Total assessed License Fee worked out during Contract Period of 730 days C = Bx730

Rates quoted (%) above/ below of (C) = D

Total offered license fee during contract period of (730 days) two year E = C[(100±D)/100]

1.6.2 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- A. Notwithstanding Clause 1.6.1, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract, or to divide the Contract between/amongst bidders without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.
- B. 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 Higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.

1.6.3 NOTIFICATION OF AWARD (LETTER OF ACCEPTANCE)

Prior to the expiry of the period of bid validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful bidder by Tele-fax or email, to be confirmed in writing by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Contractor will pay to the Employer in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful bidder, who will return one copy to the Employer

duly acknowledged and signed by the authorised signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

The Letter of Acceptance will constitute a part of the contract.

Upon "Letter of Acceptance" being signed and returned by the successful bidder as per Clause 1.6.3 of ITT, the employer will promptly notify the unsuccessful bidders and discharge / return their bid securities.

1.6.4 SIGNING OF AGREEMENT

The Employer shall prepare the Agreement in the Proforma (FORM-E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. The performance security should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:

- a. Performance Security (Performance Guarantee)
- b. Detailed Consortium or Joint Venture or Association Agreement (duly signed and executed) incorporating:
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners
- c. Police Verification and valid driving license of each staff to be deployed.
- d. Approval of the peripheral feeder routes and stoppage enroute to and fro from each metro station as well as applicable fare both from JMRC and applicable local authorities i.e. Transport Deptt., Nagar Nigam and Police etc.
- e. Technical, Registration & Insurance detail of all vehicles to be deployed as per one, which has prototype approval of JMRC.

1.6.5 PERFORMANCE SECURITY

The successful bidder shall furnish to the Employer a security for an amount of 5% of the Contract Price, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or Banker's Cheque or a bank guarantee of a Scheduled Bank. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (FORM-D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.6.4.

Failure of the successful bidder to comply with any provision of the bid document shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the bid security.

Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder. However, at any time it shall be valid at least for 14 months period and further extended till the period of sixty days beyond the date of completion of contract.

1.6.6 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF BID

In case successful bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of bid after issuance of LOA then the LOA shall be cancelled and the Performance Security shall be forfeited.

1.7 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

The bidder is required to fill and submit documents as listed herein this document, but not limited to, the checklist at Annexure-J.

2 TECHNICAL SPECIFICATION AND SCOPE OF WORK

2.1 GENERAL

Contractor would need to provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles (**Mansarovar Station to Mansarovar Station** via VT Road, Patrakar Colony, **Station**, Cambridge Court School, SFS Market, RIICO Mansarovar, **Station**, Muhana Road (Iskon Mod), **Station**, Gopalpura Bypass, Bhankhrota, Heerapura, **Station**, Ganatpura, Narain Vihar, **Station**, DCM, Nursery Circle, Khatipura Mod, Prince Road, **Station** (total distance 70 km.) of Phase-1A of JMRC.

Contractor will procure, provide, own operate and maintain a fleet of vehicles as prescribed and operate them on the prescribed route as per need & approval of JMRC with the objective of acting as a link vehicle to the Jaipur Metro stations.

The contractor shall be entirely responsible for the sustainability of its contract, and shall bear at its own cost the expenses towards the procuring the vehicle, operating manpower, fuel, maintenance, replacement if needed, and other ancillary expenses incurred by it in pursuit of executing this contract.

The contractor would collect the ticketing revenue as per fare and fare table approved by JMRC to sustain its operation.

9 routes of these vehicles are already approved by Transport Department, Government of Rajasthan. JMRC would facilitate approvals of addition/ deletion/ modification of the routes through Transport Department, Government of Rajasthan.

Contractor shall have to comply with all the statutory and other stipulations relating to Labour Laws/Legal/Police/Taxation/Excise/ STA/Transport Policy/Jaipur Nagar Nigam and JMRC being in force now and in future.

2.2 FEEDER NETWORK

2.2.1 (a) QUANTITY OF VEHICLES

Initially, the network for JMFR-1 would be of 10 four wheeler Tata Magic type or equivalent vehicle. The bid is proposed for selection of operator to procure, own, maintain and operate 10 Tata Magic as a feeder vehicle transport network on Route No. JMFR-1. **However, depending upon the requirement, the JMRC administration may permit feeder service vehicles on other approved feeder routes till the finalization of feeder service contract for other JMFR routes.**

(b) Variation clause

The variation in goods/services shall be regulated by RTPPR, Rule-73. If the JMRC offer 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 RTPPR 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.

2.2.2 PROPOSED PATTERN OF INDICATIVE ROUTES

The exclusively approved routes to JMRC for Tata Magic type vehicles as Jaipur Metro Feeder Services for operating of the vehicles by operators are as per annexure-G:

Note: Depending upon the ridership, addition/ deletion/ modification in existing operative routes and even new routes may be included during operation of the contract within the guidelines prevailing, subject to approval of Transport Department, Government of Rajasthan, Jaipur.

2.2.3 ROUTE

9 routes, one to each metro station exclusively to JMRC for operation of its 8 seater Tata Magic type "Jaipur Metro Feeder Services" has been approved by Transport Department, Government of Rajasthan on 29.05.2015. Same are attached at Annexure-G.

The vehicles operator would be authorised to pick and drop passengers only from designated stops/terminals of metro stations. However, depending upon any vacancy in vehicle on the approved metro feeder route, the feeder vehicles may pickup and drop other than metro passengers also, to provide operational viability with permission of JMRC administration.

The stops along the approved routes can be modified depending on the requirement of commuters as considered necessary by JMRC or on request of operator, if feasible, on approval of JMRC and other local authorities. Similarly, the existing routes and any other route can also be added/ deleted/ modified, if feasible with the approval of Transport Department, Government of Rajasthan and other local authorities.

2.2.4 TIME SCHEDULE

The Time Schedule for each route will be Minimum from 6.00 AM to 10.00 PM. The time schedule and number of trips will be monitored by the Contractor & JMRC. However, if Contractor wishes he can operate before/beyond these hours. The information related to the daily number of trips, the passengers carried, tickets sold and revenue amount generated on each route/by the individual vehicles may be asked by the concerned Station Controller on daily basis.

The Contractor would also provide the complaints if any to the Station Controller on daily basis. Non-compliance will invite punitive action.

Monthly consolidated report of the above will be submitted in the office of General Manager (Operations), JMRC or his authorized representative.

2.3 VEHICLES: Four wheeler CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle

2.3.1.1 Contractors will procure/ provide four wheeler CNG/Electric/ Diesel operated Tata Magic type or equivalent vehicle and intended to provide first and last mile connectivity for transport of passengers for hire or reward, provided –

- i) Such vehicle is constructed or adopted to carry upto 8 passengers incl. driver;
- ii) The vehicle shall be with model of 2015 or after that. The vehicles shall operate as feeder vehicles only on approved routes in Jaipur.

2.3.1.2 The proposed vehicles shall be procured as per the general details, as below:

DESCRIPTION OF ITEM	PROPOSED TECHNICAL SPECIFICATION OF VEHICLE
Seating	Upto 8 persons incl. driver
No. of wheels	4-wheels
Colour	Colour scheme and special pasting of JMRC Logo as per design approval from JMRC
Fuel	CNG/ Electric/ Diesel
Air conditioning	Non-air conditioned
Models	CNG/Electric/ Diesel operated upto 8-seater public transport vehicles, e.g. Tata Magic or equivalent* .
Route Display	As approved by JMRC
Speed capability	The vehicles shall be capable of moving upto 8 people incl. driver at a speed of over 30 kms per hour.
Speed restriction	There should be a provision for installing governor to automatically restrict speed below the speed restrictions as prescribed by JMRC or traffic authorities.

* Other specifications shall be at the discretion of the Contractor. The contract under this bid **shall in no case include** vehicles which do not fall in the category of public transport vehicles. Public Transport vehicles like Maruti Eeco, Maruti Omni, etc. may be considered.

2.3.1.3 Vehicles shall be procured/ provided as per guide lines given in technical specifications. Contractor shall obtain approval of JMRC before placement/ procurement.

2.3.1.4 Proto type of the vehicle shall be got approved from JMRC. Call for Proto inspection to JMRC is to be given within 5 days from issue of LOA.

2.3.1.5 In cases where the contractor proposes to procure better vehicle than the one prescribed, they can do so after approval of JMRC.

2.3.2 DESTINATION PANELS

- 2.3.2.1 Bilingual destination panels will be fitted at the appropriate place of the vehicle,
- a) The route destination/number and JMRC logo should be clearly visible from the front and sides.
 - b) With the provision to easily change the route if needed.
 - c) Must be back lighted/ florescent or illuminated type paint/ LED displays.
 - d) Must prominently display JMRC's logo
 - e) Back of destination panels may be kept for booking advertisements.
 - f) Must be properly and rigidly anchored on the roof.
 - g) Design to be approved by JMRC.

2.3.2.2 Contractor shall ensure that destination Boards with routes on all vehicles work properly.

2.3.3 FITTING AND ACCESSORIES

2.3.3.1 The Contractor will be required to maintain all fittings and accessories in excellent working condition. Maintenance of fittings & accessories is very important task and condition of contract.

- (i) First-aid Box with glazed front with necessary medicines for first-aid.
- (ii) Portable Fire extinguisher.
- (iii) Document frame located near the seat of driver for carrying vehicle documents, tax token, permit, license, badge (to be displayed on the left side of the chest), complaint book etc.
- (iv) Emergency Door/Hammer to break it.

Any other specifications prescribed by the RTO, Jaipur & JMRC from time to time, including conditions relating to maintaining lights, horns, and fitness of vehicle.

2.3.4 COMMERCIAL ADVERTISEMENTS

Without affecting the visibility of destination panels and workability of fittings & accessories, JMRC approved specified spare space on the vehicles (inside/ outside) may be explored for providing commercial advertisements by the contractor at his sole cost and benefit with prior approval/ sanction of JMRC and the concerned local authorities, as a sweetener to the contractor.

2.4 FARE STRUCTURE

2.4.1 The fare structure shall be determined in association with JMRC.

2.4.2 Whenever there is increase in fare structure on JCTSL non-AC vehicles or increase in labour cost/ fuel/ maintenance cost/ other taxes etc. or it is to other operational factor, a proposal in increase of fare structure from the contractor shall be put up to JMRC. However, the fare structure revision shall be effective only after approval of JMRC, maximum once in a year.

2.5 TICKETING

Passengers will be issued electronically / paper printed tickets by Digital ticketing machine/ manually.

Other mode of ticketing may only be used after prior approval of JMRC.

Reports pertaining to no. of tickets sold, revenue generated, trip pattern etc must be generated/ workout on daily basis and may be asked to submit to concerned Station Controller. Consolidated monthly report for same may be asked to submit to JMRC by 2nd date of every month.

2.6 MAINTENANCE OF THE VEHICLES

All expenses/cost related to maintenance/refurbishment of vehicles will be borne solely by the Contractor for the tenure of the contract.

In the event of vehicle getting damaged beyond repair then Contractor may arrange for replacement of vehicle at his discretion but JMRC shall not give any money for purchase of the same.

2.6.1 WORKSHOP/NIGHT PARKING OF VEHICLES

- 2.6.1.1 All arrangement for maintenance and workshop for the vehicle shall be made and borne by Contractor.
- 2.6.1.2 Selected Metro Stations may be used as Terminals for parking of vehicles as per availability of space and parking rates jointly agreed between the parking contractor, feeder service contractor and JMRC. However, JMRC reserves the right to modify or change the location of the parking space and provide equivalent parking space to the Contractors, as and when required.
- 2.6.1.3 Contractor may be allowed to have prefab cabin (upto 6 feet x 6 feet size) at his cost, at least one and upto two per metro station depending upon the space availability, to facilitate the operation. On demand, one light and fan point in the cabin on payment basis will be provided by JMRC. The outer face of the cabin shall have upto 25% advertisement of JMRC and details on feeder operation and rest space may be commercially advertised by the contractor as a commercial viability tool according to approved guidelines by JMRC.

All recurring expenses on water, electricity etc shall be borne by Contractor.

Contractor will have to sign the MoU with JMRC for use of this space.

3 SPECIAL CONDITIONS OF CONTRACT

3.1 GENERAL

3.1.1 REPRESENTATION ON WORKS

The contractor's Team Leader shall be the representative of contractor (shall be called team leader). The instructions given by the Engineer or Engineer's representative to Team Leader shall be complied immediately. The contractor shall not replace the Team Leader without permission of Engineer.

The contractor either himself or nominate the one representative senior to the Team Leader duly authorized to take decision on behalf of contractor (shall be called contractor's representative), to attend any exigency/emergency, to attend the meetings, to solve the miscellaneous issues in successful operation of the contract .

3.1.2 Sub-Contractor

The contractor may enter for whole work or any part of work through formal lease deed with second party/ sub-contractor for providing their vehicle(s) with/ without driver(s). However, the whole responsibility on part of the second party shall lie with the contractor as principal agency, for the contract agreement between JMRC and the contractor. As route permits shall be granted by RTO, Jaipur in the name of JMRC and/ or JMRC and the owner of the vehicle for the Metro Feeder Services, the lease deed/ contract vetted/ agreeable by JMRC and RTO, Jaipur, shall be routed through JMRC.

If it comes to the notice of employer that the work or part of work has been subcontracted without following the extant provisions of the contract/ bid and the Motor Vehicle Act, 1988, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

However, with prior intimation to JMRC, sub contracting for the following activities may be permitted:

- (i) Housekeeping, major & minor servicing/ repairing of vehicles
- (ii) Hiring/ leasing of parking places & office premises etc.
- (iii) Advertisement inside/outside of the vehicles, area/ stand at metro station etc. as per prototype approval
- (iv) Engaging operational staff for the vehicles from any reputed agency
- (v) Provision of any enroute passenger stand and stoppage board including commercial advertisement , if any, as approved by JMRC and concerned local authorities.

3.1.3 Sufficiency of accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.

The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices to procure, own, operate and maintain the feeder transport network.

3.1.4 Progress Reports

The contractor shall submit a report every month which shall highlights the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, organization chart, progress of work, safety audit report, quality audit report etc. The monthly report shall conform to the Employer's Requirements.

The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

The Employer shall not, at any time, be liable for the loss or damage to any of the contractor's vehicles.

The Employer may facilitate (but is not obligated to) the Contractor, where required, in obtaining clearance through the concerned authorities in successful operation of the feeder vehicle transport network.

3.1.5 Safety

Safety Requirements

- a) The contractor shall be responsible for ensuring the safety of all passengers sitting in the vehicle. In this regard, the team leader and representative of the contractor must ensure the observance of all safety, statutory and mandatory requirement by themselves and including his Drivers/Operating Staff. It shall be the sole responsibility of the contractor to adopt all the safety, statutory and mandatory measures and deploy driving personnel who are adequately trained in safety.
- b) It shall be the contractor's sole responsibility to make aware all of his driver's staff with the approved DO'S and DONT'S issued by JMRC, time to time.

Accidents

- a) It shall be sole responsibility and is mandatory/ pre-requisite to the contractor that both the vehicles and its operating staff going to be deployed for the feeder network system shall have valid license/ registration as per latest guidelines of Govt. of India and Govt. of Rajasthan applicable on Tata Magic type or equivalent vehicle.
- b) If any accident occurs during the driving or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- c) JMRC Will not be held liable for any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Vehicle or on account of any act/ omission/ default on the part of the Contractor or its non-compliance with the statutory requirements. The Contractor shall INDEMNIFY and keep JMRC indemnified in this regard. In case of any litigations arising out of such accidents/ acts/ omissions, Contractor will be liable to pay all the expenses to JMRC in this regard.
- d) The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 5% of total contract value will be levied. This penalty will be in addition to the penalty levied for poor performance.
- e) In case of any unfortunate situation of fatal accident, the contractor will be penalized as per prevalent rules & regulations of RTO/Motor Vehicle. Act. The Contractor shall also be liable to pay the compensation to the affected persons and JMRC will not liable to pay any compensation.

- f) In addition to (b) above, if prima facie the driver is found to be guilty, contractor would immediately remove him from service and shall not be eligible to operate any feeder vehicle to JMRC in future.

3.1.6 Protection of the Environment

The contractor shall follow the pollution/ environment control norms and standards.

3.1.7 Site Office

The contractor should have office in Jaipur.

The contractor shall provide free access to the Engineer and the Engineer's Representative who will have right of inspection of the office, any vehicle and his operating staff.

3.1.8 Security on Route/ Run

The police verification shall be made available by the contractor for each and every staff of contractor. Without police verification no staff shall be permitted to drive the vehicles.

Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

Contractor's staff and representatives shall wear Identification Badges (cards), approved uniforms and other safety / protection as directed by JMRC and to be provided by the Contractor. Badges shall identify the Contractor and show the operating staff's name and other approved details and shall be worn at all times while at route/ run.

The statutory and mandatory details related to security of passengers shall be displayed at appropriate place, as approved and intimated by JMRC, on their vehicles.

3.1.9 Contractor's Operations on Routes

All of the contractor's staff shall follow the rules and regulations, procedures and guidelines issued by the concerned State Transport Authority, Jaipur Police authorities, Nagar Nigam, Jaipur and JMRC. The contractor shall make aware all of his staff for the same.

3.1.10 Fuel/Electricity

The contractor shall make his own arrangements for fuel/ lubricants/ duly charged batteries etc., as applicable necessary for the operation of the fleet.

3.2 GOVERNMENT REGULATIONS FOR STAGE CARRIAGE OPERATION OF PRIVATE VEHICLES

The Contractor shall ensure that vehicles are plied by authorized well trained drivers holding valid Driving License applicable to the feeder service vehicle and shall also fulfill legal requirements for public transport drivers as may be prescribed by the Local authorities and/or State Government.

All operating staff shall have undergone basic training for First Aid, Fire Fighting & Customer Care. A basic orientation training may be arrange by JMRC on customer care on chargeable@150 per person in a

group of 10 or more persons and charges shall be deposit to JMRC in advance through DD or along with License Fee .

The Contractor shall exercise such supervision as is necessary to ensure that the vehicle is operated in conformity with the Motor Vehicles Act/Rules with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code on local or special laws or any statutory control order.

All statutory obligations under labour laws and any enactments for benefit of employees of the Contractor shall be scrupulously observed by the Contractor. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws. The Contractor should submit the monthly certificates for compliance of all acts and provisions mentioned in a prescribed format (**Annexure-E**).

The staff employed by the Contractor shall not be construed to be the employees of JMRC and as such shall have no rights and or claims against JMRC and JMRC shall not be liable for any acts or omissions on the part of the staff/employee of the successful Contractor/ Contractor. The Contractor will issue letters to its employees clearly stating the position.

All cost / penalties if any imposed for committing Traffic Offences/or any violation by the authorized by the Transport/ Police/ Nagar Nigam / JMRC shall be borne by the Contractor.

It is the responsibility of the Contractor to maintain vehicles and fulfill all Motor Vehicle Rules requirements so that permits can be renewed. However, JMRC will not be responsible in case permits are not renewed by RTO on account of non-compliance of any laid down condition by the Contractor. All expenses related to renewal of permits will be borne by Contractor only.

3.3 RESPONSIBILITIES OF THE CONTRACTOR

To ensure desirable outage/ trips of approximate 75% per shift (5 to 14 and 14 to 23 hrs.) basis to be calculated on monthly basis. Desirable outage on Sunday/Holidays will be approximate 60%. Vehicles shall be plied as per Time Table approved by JMRC. For not maintaining the prescribed outage/ trips as per availability of passengers, JMRC may suitably impose fine.

To ensure proper cleanliness (dry/periodical washing) of the vehicles during its operation. In case of non-compliance of the same by the Contractor, a fine up to Rs. 100/- per vehicle per occurrence may be imposed on the Contractor per occurrence.

In the event of vehicle getting damaged beyond repair, arrange for replacement of the vehicle within next day.

The Contractor shall make available the vehicles for inspection by any JMRC official authorized by Engineer as and when required.

The Contractor is required to deploy educated and having required skilled staff for the feeder transport service. Mobile phone must be provided by Contractor to the staff deployed or arrangement to be worked out by the Contractor.

To ensure that the operating staff and other personnel engaged by the Contractor do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters.

To display the photographs of the authorized operating staff with particulars/antecedents duly verified from the police, inside the vehicle, if applicable.

To ensure compliance with the scheduled operation as prescribed by JMRC from time to time.

JMRC will not be held liable for any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Vehicles or on account of any act/ omission/ default on the part of the Contractor or its non-compliance with the statutory requirements. The Contractor shall INDEMNIFY and keep JMRC indemnified in this regard. In case of any litigations arising out of such accidents/ acts/ omissions impleading JMRC, Contractor will be liable to pay all the expenses to JMRC in this regard.

In case of engagement of Lawyer to defend or represent JMRC on account of violation by Feeder Vehicles, the fees and charges will be paid by the Contractor. If Contractor is advised to engage a lawyer, he is bound to compliance of the orders.

To display 'Jaipur Metro Feeder Services' service, fare chart, JMRC logo, route code/details & via on the vehicle.

To meet all stipulations of inspection schedules of RTO/ Police authorities/ Nagar Nigam, Jaipur/ JMRC from time to time.

To display any commercial or other advertisement on the feeder vehicles, passenger stand and stoppage board enroute and establishment within Jaipur Metropolitan area, if any, required clearance from concerned local authorities and JMRC as applicable.

3.4 STAFFING & APPLICABLE LAWS

3.4.1 Manpower

That the contractor shall engage one Team Leader, himself or contractor's representative and all operating staff shall be in skilled category for all purposes.

The minimum wages considered for the purpose of this bid shall be as per the latest updated notification/ circular issued by Department of Labour, Government of Rajasthan, which may be referred on their website at <http://www.rajlalour.nic.in>, applicable to relevant category.

Contractor shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.

Contractor shall have to comply with all the statutory and other stipulations relating to Labour Laws/Legal/Police/Taxation/Excise/ STA/Transport Policy and JMRC being in force now and in future.

The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

The contractor shall carryout antecedent check and the police verification of all of the staff and shall submit the same before deploying the staff.

All staff of contractor shall wear neat and smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo as approved by JMRC. If any operating staff is found without uniform, suitable penalties may be imposed on the contractor.

The contractor shall provide the Identification Badges (cards) to all of the contractor's staff. Before deputing the staff for driving, a copy of the photo identity card will be submitted to the engineer. Staff without Identification Badge (card) shall not be permitted to drive the vehicle.

Metro Feeder Routes will have to be displayed on the vehicle along with route descriptions at 2 places (in front and at entrance/back).

Only with the permission of the engineer, Identity card shall be signed by either the contractor himself or contractor's representative and shall have the contractor's stamp. The identity card signed by any other person shall not be valid.

The photo has to be printed along with the other details on the paper and then laminated. The identity card having pasted photo shall not be valid.

3.4.2 COMMUNICATION FACILITIES TO STAFF

The contractor shall, at its own cost, provide the mobile phone communication facilities to its staff. The mobile number shall be provided to Engineer or his authorized representative of JMRC also.

3.5 BREAK DOWN / ACCIDENT

In case of dislocation of vehicle services on account of breakdown or accident, the contractor's operating staff shall refund the fare, if the passengers so desire.

3.6 FORCE MAJEURE

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage,

large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as event) then, the party shall promptly notify the other party of such Force Measure within 21 days of such occurrence.

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

The obligation 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 in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option, after serving a notice of one week, terminate the Contract.

If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at Site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not have occurred and the Contract will continue to have effect as such.

3.7 PUBLIC COMPLAINTS

JMRC will have zero tolerance on public complaints; stringent action with penalty may be initiated against the Contractor.

Contractor has to establish the complaint redressal cell and either designated himself and/or contractor's representative and/or team leader as its in-charge. The Mobile No. of this official should be clearly displayed in all the vehicles.

All the suggestions and actions recommended by JMRC (in case of complaint) must be complied by Contractor. Non-compliance may invite penal action.

Detail action taken report on the referrals of Public complaints should be submitted in JMRC within 10 days of receipt. Contractor also has to submit consolidated complaint redressal report to JMRC on monthly basis.

In case of complaints of severe/repeated misbehavior by Contractor's staff or non-compliance of above, JMRC may impose a penalty upto Rs. 500/- each time. Decision of JMRC regarding imposition of penalty shall be final and binding on Contractor.

3.8 DEFAULT IN COMPLIANCE

The following shall constitute and considered as default in compliance/tenure of this agreement and may attract penalty.

- a) Withdrawal of operations on vehicle for one or more days without obtaining prior written permission from authorized staff of JMRC.
- b) Cancellation or curtailment of trips without valid reasons and prior written approval of authorized staff of JMRC or performing un-scheduled trips.
- c) Delaying the vehicle causing dislocation of the traffic scheduled.
- d) Off route operation or non-stoppage of vehicle at the scheduled stops for alighting and boarding of passengers.
- e) Rash and negligent driving by driver. Any activity detrimental to JMRC or public interest or violation of the terms of the agreement
- f) Non-display of destination panel and/or defective destination panel .
- g) Operating the vehicle with defective seats and/or defective fittings. Carrying inflated spare wheel, toolbox or any unwieldy item inside the vehicles.
- h) Non-reporting to authorized JMRC official on duty in time.
- i) Any other non-conformance of conditions laid down by the Transport, local and Police authorities
- j) Disobedience of instructions issued by authorized staff of JMRC and/or misbehaviour or discourtesy on the part of the driver or any other staff employed by the Contractor and manhandling and/or misbehaviour with the passengers or staff members of JMRC by the driver or any of the Contractor's personnel.
- k) Default in payment of two consecutive monthly payment of licensee fee.
- l) The Contractor found collecting the fare above the fares notified.

3.9 WORK EXECUTION AND QUALITY CONTROL

Manner of execution

The contractor shall comply the schedules, procedures, methodology and instructions given in technical specification, scope of work of the bid and periodical instructions issued from time to time by JMRC. The contractor shall use only the approved vehicle and provide the good quality of service.

3.10 TIME MANAGEMENT

3.10.1 Contract Period

The contract is normally for 2 years and further extendable upto 2 years. However, at the end of first year of operation, the contract would be reviewed on the basis of satisfactory performance of the contractor. If found satisfactory/ unsatisfactory on the basis of performance ranking, contract shall be continued on to the next year or terminated out rightly without any prejudice.

The performance ranking for this purpose shall be made by the competent authority by continuous watch, monitoring of the services provided and the evaluation so made on the basis of following criteria, which shall be baseline for the contractor to be continued in the next year or to be terminated.

The criteria for performance ranking shall be mutually decided after selection of Contractor on the following parameters including evaluation frequency.

1. Frequency & Fleet timings – Punctual, Regular, irregular.
2. Staff behavior with Passengers – Courteous & Sympathetic, Normal, and Rude & Harsh
3. Vehicle Maintenance
 - a) Cleanliness – Neat and hygienic, average, Unhygienic and unsatisfactory
 - b) Recovery of Breakdown and failures – Promptly, Slowly
 - c) General Condition of Vehicle – Condition of seats, external body etc. Excellent, Very Good, Average, Poor
4. GPS/Electronic or Paper Ticketing/ Display Board in vehicle – Excellent, Good, Average, Poor
5. Fatal Accident
6. Timely PUC/CNG testing, if applicable and obtained in time or not obtained.

All the costs and expenses for renewal of permits, road taxes, fitness certificates and other related taxes/fees etc will be borne solely by the Contractor.

3.10.2 Termination of Contract

The work is of essential service required for the passenger. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of performance security.

In case of violation/default of any of the agreed terms and conditions of Contract, JMRC will serve a notice to the Contractor for rectification of defects/non compliances within 30 days. In case the same is not rectified /complied, penalties may be imposed or the operation of feeder services may be terminated after 30 days of the issue of notice for the same at the sole discretion of JMRC and the Performance Security will be forfeited. Monthly installments paid prior to termination will not be refunded.

On failure / termination of contract, JMRC is free to engage other agency to provide similar service in part or full on accepted rate in this contract by publishing notice in news paper or on JMRC web site or on the both.

The Contractor shall submit a minimum 90 days' notice, in writing, for final withdrawal from Contract/operation from his side. Monthly installments paid prior to termination will not be refunded. JMRC reserves the right to forfeit Performance Guarantee.

In the event JMRC terminates the agreement/Contract by giving a prior notice of thirty (30) days to the Contractor without any event of default or violation of the terms of the Contract/ agreement on the part of the Contractor, In that case JMRC shall refund the Performance Security.

It is however acknowledged and accepted by the Contractor that such refunds shall be interest free and will be subject to deduction of all amounts due and payable by Contractor to JMRC till the date of such termination.

Contractor will have to pay any dues pending/raised for the tenure of bid/period of operation of vehicles even completion/termination of contract agreement.

3.11 ADVERTISEMENTS

Advertisement can be displayed ON THE ROOF TOP Display Panel, and inside the vehicle as per guideline/direction/permission of JMRC. The revenue generated from the advertisements (inside) shall go to the Contractor. Content of the advertisement shall have to be got approved by JMRC. No political advertisements are allowed.

Contractor may be allowed to put his own logo (along with JMRC logo) on Vehicles, tickets, literature, facilitation booth, etc., with the approval of JMRC.

3.12 LICENSE FEE AND PAYMENT

3.12.1 The License Fee

Before operation of the contract, the security license fee equivalent to one month license fee shall be deposited by the contractor to JMRC either through Bankers Cheque/ Demand Draft from any scheduled or nationalized bank.

The Contractor shall pay to JMRC the License Fee as per the accepted fee rate in contract agreement on a monthly basis.

The License fee payment will be paid by the seventh of every month on basis of total vehicles approved by JMRC as a part of this contract. No deduction shall be permitted for outages and short-running, if any.

Whenever, there is a variation in number of the feeder vehicles, the license fee will be varied on prorata basis. As there is a ample scope for increase in ridership of Jaipur Metro by more than 7% every year, if the contract is extended to next one year, the license fee shall also be increased by 5% per annum of the previous year license fee, without any reason/ effect that fare structure is changed or not.

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

Payment shall be done in INR only

3.13 PENALTY & DEDUCTION

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S. No.	Description of offence	Penalty (Rs.) upto
1	Improper record maintenance	200/-
2	Dirty Condition/ non-availability of tools	200/-
3	No Identity Card	200/-
4	Improper uniform	200/-
5	Absence of Operator	200/-
6	Unavailability of vehicles i.e. no service at a station	500/-
7	Vehicles not parked in orderly manner	100/-
	Fire fighting appliances / first-aid box, if provided are not available/ expired	
	Area for vehicle movement not left	
	Mis-behavior by vehicle stand staff	
8	Obstruction of free movement to service rooms/ station Utilities etc.	100/-
9	Over charging of fare	100/-
	Encroachment	
	Recurring irregularities given at Sl. No. 7 & 8	
10	Parking of unauthorized vehicles/ use for other purpose	100/-
11	Criminal activity in vehicle stand area	Suitable Police action

Penalty for poor quality of work shall be imposed per month subject to maximum of one percent of Contract value. The decision regarding Penalty & Imposing Penalty shall be of JMRC. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to one percent of the bill for the month in which the incidence taken place shall be imposed in addition to the legal action taken by Police/ RTO. This penalty will be addition to one percent penalty levied for poor performance.

It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 10% of the value of contract, the contractor will be blacklisted from JMRC for participation in the similar category of works.

In case of complaints of severe/repeated misbehavior by Contractor's staff or non-compliance of above, JMRC may impose a penalty upto Rs 100/- each time. Decision of JMRC regarding imposition of penalty shall be final and binding on contractor.

In case of any damage done by any of the worker of the contractor to the property of the Employer, the actual amount will be recovered or the contractor shall repair / replace such damaged part at its own cost to the satisfaction of the Employer.

The following shall constitute and considered as default in compliance/tenure of this agreement and may attract penalty.

- a. Withdrawal of operations on feeder vehicle for one or more days without obtaining prior written permission from Authorized staff of JMRC.
- b. Cancellation or curtailment of trips without valid reasons and prior written approval of Authorized staff of JMRC or performing un-scheduled trips.
- c. Delaying the vehicle causing dislocation of the traffic scheduled.
- d. Off route operation or non stoppage of vehicle at the scheduled stops for alighting and boarding of passengers.
- e. Rash and negligent driving by driver. Any activity detrimental to JMRC or public interest or violation of the terms of the agreement
- f. Non-display of destination boards and/or defective destination board's light
- g. Operating the vehicles with defective seats and/or defective fittings. Carrying inflated spare wheel, toolbox or any unwieldy item inside the vehicles.
- h. Non-reporting to authorized official of JMRC for duty in time.
- i. Any other non-conformance of conditions laid down by the Transport Authority
- j. Disobedience of instructions issued by authorized staff of JMRC and/or misbehavior or discourtesy on the part of the driver or any other staff employed by the contractor and manhandling and/or misbehavior with the passengers or staff members of JMRC by the driver or any of the Contractor's personnel.
- k. Default in payment of two consecutive monthly payments.
- l. The contractor found collecting the fare above the fares notified.

The penalties as above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

Contractor performance shall be evaluated at the end of every year before extension of the contract for next year. If contractor performance does not found satisfactory the contract will not be extended for next year and decision of JMRC in this matter will be final.

3.14 RISK AND RESPONSIBILITY

3.14.1 Indemnity by the Contractor

Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type e.g. payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the route without any claim.

Without prejudice to the generality, the Contractor shall indemnify and hold JMRC harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Contractor or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Contractor or its Subcontractors and their respective employees arising during or as a

result of the performances or non-performance of the Contractors Agreement from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of JMRC or its employees.

3.14.2 Indemnity – Third Party

Without prejudice to the generality of clause, the Contractor shall indemnify and hold JMRC harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any negligence, default or omission of the Contractor or its employees or/and agents.

3.14.3 Non-Compliance with Laws

Without prejudice to the generality, the Contractor shall indemnify and hold JMRC harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against JMRC by reason of the failure of the Contractor to comply fully with all clearances save to the extent such failure was caused by the negligence, default or omission of JMRC or its employees and/or agents.

3.14.4 General Indemnity

Subject to the exclusions and limitations of liability in this clause, the Contractor shall indemnify and hold JMRC harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by JMRC arising whether directly or indirectly as a result of the breach by the Contractor of any of the Contractor's obligations under the Contractors Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of JMRC or its employees and/or agents.

Notwithstanding the occurrence of the Termination Date, the Contractor shall indemnify and hold JMRC harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by JMRC under the Agreement. Contractor has to submit indemnity bond enclosed as Annexure- C.

3.15 INSURANCE

The Contractor shall effect and maintain in full force and effect policies of insurance in respect of claims for personal injury to or death of any person employed by the Contractor and arising out of such employment, third party liability insurance and such other insurances as may be required by Applicable Law or prudent utility practices.

Contractor to keep the Third Party Insurance of the Vehicles alive all the time during the entire term of the Contract. Comprehensive insurance is optional. The Contractor shall obtain and maintain at no cost to the competent authority during the contract Period in respect of the Vehicles and Vehicle Services such insurance as may be required under any provisions of applicable laws and such insurance as JMRC may reasonably consider necessary or desirable in accordance with Good Industry Practice.

The contractor shall furnish to the competent authority copies of policies of all the insurances as applicable above as soon as they are affected and renewed by him from time to time. He shall also

furnish evidence to the competent authority that all relevant premiums have been paid as soon as they have been paid and that the relevant policy/policies remain in existence.

Failure by the contractor to obtain the insurance coverage or certificates of insurance so required pursuant to above 1.13.3 shall not relieve the contractor of its obligations/liabilities under any other provisions of Law or other conditions of this bid.

3.15.1 Insurance for Workers

The contractor shall take insurance policy at his own cost as specified in the workmen's compensation act for the contractor's staffs those are not covered by the ESI.

3.15.2 Third party insurance

The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractors working in the premises, contractor staff), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 1,00,000/- for each incident.

3.16 PERFORMANCE SECURITY

The successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee for an amount of 5% of the Contract Price as per ITT clause 1.6.5.

4 FORMATS FORMING PART OF TECHNICAL BID

INDEX	FORM
Form of Bid with Appendix	A
Form of Bank Guarantee for Bid Security	B
Certificate of conformity/ no deviation	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Form of Power of Attorney for signing of bid	F
General Information & Joint Venture/ Association Data	T-I
Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III
Financial Data	T-IV
Indemnity (By Contractor)	T-V
<i>Indemnity Bond</i>	<i>T-VI</i>
Indemnity (By Contractor's Staff individually)	T-VII
Curriculum Vitae	T-VIII
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Certificate (on firm's letter head)	Annexure D
Certificate (to be submitted monthly)	Annexure E
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Details of Routes	Annexure G
Technical specifications of vehicle	Annexure H
Terms & Conditions for Infrastructure and Land made available	Annexure I
Check list of documents to be submitted with the bid	Annexure J

5 FORMATS FORMING PART OF FINANCIAL BID

INDEX	FORM
Financial Bid (Bill of quantities)	Annexure K

FORM A FORM OF BID WITH APPENDIX

Note :

- I. The Appendix forms part of the Bid.
- II. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: Bid for selection of operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles (**Mansarovar Station to Mansarovar Station** via VT Road, Patrakar Colony, **Station**, Cambridge Court School, SFS Market, RIICO Mansarovar, **Station**, Muhana Road (Iskon Mod), **Station**, Gopalpura Bypass, Bhankhrota, Heerapura, **Station**, Ganatpura, Narain Vihar, **Station**, DCM, Nursery Circle, Khatipura Mod, Prince Road, **Station** (total distance 70 km.)).

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

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that all Annexures/ Proformas as per Clause 4 & 5 of the bid document as integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the Engineer's 'order to commence' and to complete the whole of the Works comprised in the Contract up to 24 months calculated from the date of Commencement of the work.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Form-D.

5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. 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.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2015

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF BID

	Condition of Contract	
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	Rs. One lac for any one incident, with no. of incidents -10 in a year.
iii.	Period for commencement of work from the date of issue of letter of acceptance	Within 7 days of issue of the Engineer's order to commence
iv.	Contract Period from the date of commencement of work	730 days (2 years) and extendable as per SCC
v.	Penalty for non completion of work or poor quality of work	As per Clause 3.13 of SCC
vi.	The firm must maintain a "Zero Accident Record".	In case of any major accident/ fatality a penalty of not exceeding 5% of total contract value will be levied.

Signature of authorised signatory on behalf of Bidder

Date _____

Name

Place _____

Address

FORM B FORM OF BANK GUARANTEE FOR BID SECURITY

Know all men by these presents that we _____ (Name of Bank) having our registered office at _____ (Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Whereas _____ (name of bidder) (hereinafter called "the bidder") has submitted its bid dated _____ for selection of 'Operator' who will provide, own, operator and maintain four wheeler CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as feeder services on all 9 metro stations of Phase-1A of JMRC' hereinafter called "**the bid**".

And whereas the bidder is required to furnish a bank guarantee for the sum of rs. _____ (rupees _____) as bid security against the bidder's offer as aforesaid.

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

We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 150 days from the last date of bid submission.
- e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or

- b. If the Bidder does not accept the correction of his bid price in terms of Clause 1.5.9 of the "Instructions to Bidders".
- c. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - i. Fails or refuses to furnish the Performance Security in accordance with Clause 1.6.5 of the "Instructions to Bidders" and/or
 - ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 1.6.4 of the "Instructions to Bidders".

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of
Authorized Official
of the Bank

Signature of the witness

.....

Name of Official

Designation

I.D. No.

Name of the Witness

.....

Stamp/Seal
of the Bank

Address of the Witness

.....

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

To,

General Manager (Operations)
Jaipur Metro Rail Corporation Ltd.
406, Admin Building, Mansarovar Depot, Bhriagu Path,
Mansarovar, Jaipur – 302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

FORM D Format of Bank Guarantee for Performance Security

This deed of Guarantee made this day of _____ between Bank of _____
(hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited
(hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for
_____ (hereinafter called "the
contract") to M/s _____ (Name of the Contractor) (hereinafter called "the
Contractor").

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).

Now we the Undersigned _____ (Name of the
Bank) being fully authorised 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.

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.

This Guarantee is valid for a period of 30 Months from the date of signing.

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 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

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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) 2016 being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorised 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

FORM E FORM OF AGREEMENT

(Refer Clause 1.6.4 of "Instructions to Bidders")

This Agreement is made on the _____ day of _____ 2016 Between General Manager (Operations), JAIPUR METRO RAIL CORPORATION LTD, 406, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur – 302020 herein after called "the Employer" of the one part and _____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous to select contractor to work as operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles "Jaipur Metro Feeder Services" services on feeder routes hereinafter called the "works" viz Contract No. "JMRC/O&S/TI/2015-16/NIB/02" Selection of 'Operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles' and has accepted a Bid by the Contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Technical Specification
- (e) Notice Inviting Bid and Scope of Work
- (f) Bill of Quantities
- (g) Form of Bid with Appendix/ Forms
- (h) Addendums, if any
- (i) Other conditions agreed to and documented as listed below:
 - (i) Bidder's Work Schedule as amended if required.
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable

In consideration of the payments to be made by the Contractor to the Employer as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in all respects with the provisions of the Contract.

The Contractor hereby covenants to pay the Employer in consideration of the execution and completion of the works and the Contract Price of Rs _____

being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

OBLIGATION OF THE CONTRACTOR

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

The staff/labour recruited by the Contractor for operation and maintenance of vehicles will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in JMRC.

JURISDICTION OF COURT

The Courts at Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

Signature of the authorised official

Name of the official

Stamp/Seal of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

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 _____

Form F

Power of Attorney for Signing of Bid (on Rs.100/- non-Judicial Stamp paper)

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid no. JMRC/O&S/TI/2015-16/NIB/02 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAYOF....., 2015.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

FORM T-I GENERAL INFORMATION AND JOINT VENTURE/ ASSOCIATION DATA

Notes :

- I. Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. In case of Joint Venture / Consortium/ association, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.*

1 Bidder Company details (in case of consortium/ association, details of Lead Partner)

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

2 Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3 PAN Number (attach photocopy):

4 Service Tax Regn. No (attach copy of the registration certificate):

5 VAT registration number (enclose VAT registration certificate):

6 PF and ESI compliance

- a. PF registration no.:
- b. ESI registration no.:
- c. Code no. as per ESI Act 1948.

7 Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:
 - b. Name of the Bank:
 - c. Account No.:
 - d. Branch Address:
 - e. 9-digit MICR Code:
 - f. Account type (SB, Current, Cash Credit A/c, etc.):
- 8 Valid ISO 9000/ 14001 / 18001 certificate, as applicable, if any enclosed
(Yes/No)
- 9 In the case of a consortium/ association:
- a. Names of participating members / constituents
 - (a)
 - (b)
 - (c)
 - b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office	Office for correspondence
(a) _____	_____
(b) _____	_____
(c) _____	_____
 - c. Distribution of responsibilities among partners / constituents/association. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).
 - d. Date and place of joint Venture/ Consortium/ association Agreement.
 - e. Names and Addresses of Bankers to the Joint Venture/ Consortium/ association
 - f. Names and Addresses of Associated Companies to be involved in the contract and whether Parent / subsidiary/ others.
 - g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

FORM T-II EXPERIENCE RECORD (if any)

1. Total number of years of experience as in Clause 1.1.3.1
2. Details of experience in operation of vehicles as required by JAIPUR METRO RAIL CORPORATION .

Sl. No.	Date of start of work	Date of completion of work (including time extension)	Period of work execution	Details of work handled	Total Cost of work in Rs.	Manpower Engaged	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

FORM T-III RESOURCES PROPOSED FOR THE WORK – PERSONNEL

- a. In order to achieve a very high standard, if required, additional personnel than the required personnel can be deployed. However, the Deployment of personnel shall never be less than the min. required no. of personnel to be deployed.
- b. At least one Manager, one representative of Contractor/ contractor and one driver per vehicle are required to be deployed on a daily basis as specified in this Bid
- c. Any Personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the statutory norms or rules etc. as applicable.
- d. The CVs of the Team Leader, representative of contractor/ contractor, if any, are to be submitted along with the Bid. All CVs are to be signed by the proposed personnel and shall be verified by the Bidder or if not then same shall be given within 10 days from issue of LOA.

FORM T-IV FINANCIAL DATA (If any)

- a. Total value of work done during the period 2010-2011 to 2014-2015 (For each member in case of Joint Venture/Consortium/ Association) if any.**

Note:

Attach the following:

(IMPORTANT: In case of consortium/ joint venture enclose the following documents of ALL partners separately)

- a) Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.
- b) Income Tax Return for last three years.

FORM T-V INDEMNITY (BY CONTRACTOR)

(To be filled by Contractor)

I on behalf of M/s hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s will abide by all safety rules and procedures. I declare that I M/s will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s.. for giving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/Seal of the Indemnifier /Contractor

FORM T-VI

INDEMNITY BOND

TO BE FURNISHED ON STAMP PAPER OF RS.100/- (Duly Attested by Notary Public)

This 'Indemnity Bond' has been executed and furnished by __Name of Firm____ having its registered office at _____ through its authorized signatory Mr._____, hereinafter referred to as the 'Contractor' which expression shall include our heirs, successors and assigns. In favour of JAIPUR METRO RAIL CORPORATION LIMITED, having its registered office at Khanij Bhawan, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur 302005 (hereinafter referred to as "JMRC" which expression shall unless repugnant to the context or meaning thereof include and be deemed to include its successors and assigns in the office),

1. Whereas the Contractor has been granted the permission of operator to procure, own, operate & maintain four wheeler CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle of 'Jaipur Metro Feeder Services' by the JMRC in terms of the agreement No.-----date____('Agreement') executed between JMRC and the Contractor.
2. Whereas in consideration of JMRC granting right to procure, own, operate & maintain and maintenance of Tata Magic vehicles to the Contractor as stated above the Contractor hereby expressly agrees and undertakes to indemnify and keep JMRC indemnified against
 - (a) any accidents/claims/liabilities or any criminal proceedings or statutory requirements at any time arising out of operation of the Vehicles on account of any act /omission/default on the part of the Contractor/its employees or its non-compliance with the statutory requirements,
 - (b) any criminal and/or civil liability arising out of any accident or action of tort on part of the driver, conductor or any cost/penalties imposed for committing any Traffic Offences,
 - (c) all consequential claims/liabilities arising out of any accident/incident or legal or statutory issue involving the vehicles or the running of the vehicle towards any third party.
3. The Contractor hereby further expressly agree and undertake that notwithstanding any breach in the performance of the contractual obligations or terms of the any breach in the performance of the contractual obligations or terms of the any agreement(s) executed between JMRC and the Contractor hereby solemnly and unconditionally agrees to bind itself for all the repercussions and consequences, arising out of its executing this Indemnity Bond and also hereby further undertakes to reimburse to JMRC upon demand the aggregate amount of claims, including costs, legal or otherwise which JMRC may be called upon and/or compelled to and/or bound to pay with respect to the operation of the Vehicles.
4. The Contractor hereby further does indemnify JMRC unconditionally absolving it from risks, damages, cost and or any other claims/penalties etc., imposed by any Government Authority on JMRC with respect to the Vehicles.
5. The Contractor affirms that the present Indemnity Bond shall remain valid throughout the period and JMRC shall be entitled to seek its enforcement at any time in case of any of the eventualities herein above.

Signed, sealed and delivered by Mr._____for and on behalf of the Contractor on this day of the _____of 2015 in the presence of:

Witness No.1 Signature_____

Name _____ Address_____

Witness No.2 Signature_____

Name _____ Address_____

FORM T-VII

INDEMNITY (BY CONTRACTOR'S STAFF INDIVIDUALLY)

(To be filled by contractor staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedure. I declare that I will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

Name of Indemnifier

Signature of Indemnifier

Name of Contractor

Signature of Contractor

FORM T-VIII CURRICULUM VITAE

Affix self-
attested
photograph

NAME : _____

FATHER NAME : _____

DATE OF BIRTH : _____

PERMANENT ADDRESS : _____

RESIDENTIAL ADDRESS : _____

MARITAL STATUS : _____

EDUCATIONAL QUALIFICATION : _____

TECHNICAL QUALIFICATION : _____

EXPERIENCE : _____

LANGUAGE KNOWN : _____

NATIONALITY : _____

DATE:

PLACE:

Thumb Impression

SIGNATURE

Designation of staff

.....

(To be filled by contractor)

Attested by authorised person:

(Seal & Signature of proprietor)

Phone/Mobile No: -

Annexure- A OBLIGATION/COMPLIANCE TO BE INSURED BY CONTRACTOR(if applicable)

S.No.	Items	Compliance of Contractor (To be filled by Contractor)	
		YES	NO
1	License for employing contract labour		
2	Compliance of Minimum wages Act by Payment of wage on 7 th of every month in the presence of nominated representative of employer or Bank Payment.		
3	Compliance of provisions of ESI, PF and Workmen compensation Act		
4	To ensure treatment in case of accident / injuries suffered in performance of work including wages and compensation under WC Act.		
5	Send Accident report to Regional Labour Commissioner (RLC).		
6	Observance of working hours, weekly rest and overtime payment as per section 28 of BOCW Act.		

Note: A non-filling or 'NO' by contractor will leads to non eligibility for contractor in further bidding process.

Signature with Seal of Contractor/Proprietor

Engineer-in-charge/ consultant for the contract

Annexure-B : DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure-C : GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Managing Director

JAIPUR METRO RAIL CORPORATION LTD., JAIPUR.

The designation and address of the Second Appellate Authority is Chairman, JAIPUR METRO RAIL CORPORATION LTD., JAIPUR.

(1) Filing an appeal

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para(1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(4) Form of Appeal

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

(5) Fee for filing appeal

- (a) Fee for first appeal shall be Rs. 2500/- and for second appeal shall be Rs. 10,000/-, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Annexure-D : CERTIFICATE (ON FIRM'S LETTER HEAD)

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 _____

Annexure-E : CERTIFICATE (TO BE SUBMITTED MONTHLY)

1.0 In compliance to provision of the Minimum Wages Act 1948 and rules made there under in respect of any employees engaged by me/us, I/we hereby declare that labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due or accruing to me/us in consideration of payment to such labour/labours.

2.0 Certified that all valid Insurance Policies as per GCC clauses are available. Copies of Insurance Policies are enclosed /already submitted.

3.0 Certified that EPF, payment of Wages Act, 1948, Workman Compensation Act, 1923. Contract Labour (Regulation & Abolition) Act'1970, Factories Act, 1948 have been fully complied with by me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.

Signature & Seal of Contractor

Name of Contractor

Annexure-F: VERIFICATION STATEMENT (ON FIRM'S LETTER HEAD)

I, Mr./Ms. _____ (Authorized signatory) on behalf of _____ (Company's name) having its registered office at _____, hereby verify that the information contained in this completed document, any proforma thereto and all supporting and explanatory information is, to their best knowledge and belief, truthful and exact. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, JMRC is authorized to take any action deemed fit at any stage and I will have no right to any claim.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

Annexure-G: DETAILES OF APPROVED ROUTES BY TRANSPORT DEPTT., GOR

SN	Route ID	Metro Station	Jaipur Metro Feeder Routes (JMFR)
1	JMFR-1	Mansarovar (MSOR)	Mansarovar Station -VT Road –Patrakar Colony- Station -Cambridge Court School-SFS Market- RIICO Mansarovar- Station - Muhana Road (Iskon Mod)- Station - Gopalpura Bypass- Bhankhrota-Heerapura- Station - Ganatpura -Narain Vihar- Station - DCM- Nursery Circle-Khatipura Mod- Prince Road- Station
2	JMFR-2	New Aatish Market (NAMT)	New Aatish Market Station -Shipra Path-Maharani Farm, Durgapura Station -Gopalpura By Pass-Triveni Nagar-Station-Mahesh Nagar-80 Feet-Riddhi Sidhi- Station
3	JMFR-3	Vivek Vihar (VKVR)	Vivek Vihar Station - Devi Nagar- Janpath – Shyam Nagar Thana- Sanjivani Hospital- Station
4	JMFR-4	Shyam Nagar (SMNR)	Shyam Nagar Station - Janpath-Rani Sati Nagar- DCM –Purani Chungi-Sushilpura- Station
5	JMFR-5	Ram Nagar (RMNR)	Ram Nagar Station -Chitrkoot Stadium- Doctors Colony-Vidyut Nagar- Station -22 Godam Circle-Sudharshan Pura Industrial Area-Lal Kothi Yojna- Jaipur Municipal Office-Ram Bagh- Station -Ganesh Mandir-Gandhi Nagar Mod-Jyoti Nagar- Station
6	JMFR-6	Civil Lines (CLJP)	Civil Lines -Hatwara Road-NBC-Khatipura Mod-2 nd Entry Jaipur Junction- Civil Lines Station
7	JMFR-7	Railway Station (MRSN)	Railway Station -Collectorate-Pital Factory-Panipech-Amba Bari-Biyani College-Bhawani Niketan- Station -Gopal Bari-Secretariat-SMS Hospital- Ashok Marg- Station
8	JMFR-8	Sindhi Camp (SICP)	Sindhi Camp Station -Pital Factory-Shastri Nagar-Nehru Nagar-Subhash Nagar-Collectorate – Station -Ram Niwas Bagh-Moti Doongari Road-Adarsh Nagar-Ghat Gate-MI Road - Station
9	JMFR-9	Chandpole (CDPE)	Chandpole Station - Choti Chaupar-Badi Chaupar-Ramganj-Galta Gate- Khole Ke Hanumanji- Station -Jai Lal Munshi Ka Rasta-Chogan Mod- Brahampuri-Joravar Singh Gate-Jal Mahal-Subhash Chowk-Govind Dev Ji- Choti Chaupar- Station

Annexure-H: TECHNICAL SPECIFICATIONS OF VEHICLES

Prospective bidder has to submit detailed technical specification of the vehicle which he shall be purchasing/ providing including following time schedule:

- a) Likely date of placement of Purchase Order/ provision on the manufacturer,
- b) Likely date for giving call for proto type inspection by JMRC,
- c) Likely date for Certification (inspection),
- d) Likely date of supply of first vehicle & date of completion of supply of vehicles.

Above information is to be submitted along with Technical Offer.

Annexure-I: TERMS AND CONDITIONS FOR INFRASTRUCTURE AND LAND MADE AVAILABLE

The land will exclusively be used for parking, minor maintenance and clearing of feeder vehicles only.

Under no circumstances any other vehicle or other type of vehicles are allowed to be parked there for any other purpose.

It will be the sole responsibility of Operator to maintain the premises in perfectly neat and clean condition.

Operator has to vacate the land within 30 days if asked by Metro and no request in this case will be entertained for retention of premises beyond the stipulated date. In case of termination/expiry of the contract, the Operator has to hand over the premises to JMRC within a period of 7 days failing which JMRC will take all necessary action to vacate the land.

Operator will not rent out any part of land/premises made available to him. JMRC will have a right to take legal action in case premises is not vacated within stipulated period.

In case of encroachment of land by third party, this shall be intimated to JMRC for taking legal action.

Operator will not have a legal right on allotted land except making use the same for the purpose given to him.

Land/infrastructure shall not be used by the Operator as residential purpose for any labor or night shelter etc.

Operator will not be given any choice to request for the particular location. He has to accept the premises on "as is where is basis".

Operator will not raise any claim regarding shortage of space/amenities etc.

Operator will have to ensure that on account of allotment of land for parking/servicing maintenance, he will not put any hurdle to other road users at the time of in shedding and out shedding.

Operator will not indulge into any altercation with other road transport such as RTV, Gramin Seva, Auto Rickshaws etc. if parked outside the allotted space.

Annexure-J: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

Sl. No	Document	No. of sets to be submitted	Attached at Page No. (To be filled by Contractor)
	BID PACKAGE COMPRISING OF:		
1	Obligation / Compliance to be insured by Contractor (Annexure-"A")	One in Original	(Yes / No)
2	Bid security (Form B) enclosed in a separate envelope	One in Original	(Yes / No)
3	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	(Yes / No)
4	Bid documents (i.e. NIT, ITT, SCC, Technical Specification, GCC, BOQ)	One in Original	(Yes / No)
5	Statement of deviations from Bid Documents (Form C)	One in Original	(Yes / No)
6	General information on the bidder shall be furnished in Form T-I	One in Original	(Yes / No)
7	Resources proposed for the work- Personnel with qualification and professional experience of each key staff member (Form T-III)	One in Original	(Yes / No)
8	Resources proposed for the work-Machinery &Equipment (Form T-IV).	One in Original	(Yes / No)
9	Form of Bid and Appendix thereof (Form A)	One in Original	(Yes / No)
10	Indoor /Outdoor plants proposed for the works	One in Original	(Yes / No)
11	Indemnity by contractor (Form T-VIII)	One in Original	(Yes / No)
12	Curriculum Vitae (CV) of deployed Team leader and Manager (Form T-VIII)	Original	(Yes / No)

Annexure-K FINANCIAL BID (BILL OF QUANTITIES)

Name of Work:- Bid for selection of operator who will provide, own, operate and maintain 4-wheeler, 8 seater CNG/ Electric/ Diesel operated Tata Magic type or equivalent vehicle as stage carriage of Jaipur Metro Feeder Services on route: JMFR-1 From/ To Mansarovar Station with 10 Nos. vehicles **(Mansarovar Station to Mansarovar Station via VT Road, Patrakar Colony, Station, Cambridge Court School, SFS Market, RIICO Mansarovar, Station, Muhana Road (Iskon Mod), Station, Gopalpura Bypass, Bhankhrota, Heerapura, Station, Ganatpura, Narain Vihar, Station, DCM, Nursery Circle, Khatipura Mod, Prince Road, Station (total distance 70 km.)).**

Bid No.:- JMRC/O&S/TI/2015-16/NIB/02

License Fee Per vehicle per day (Rs.)	No. of Vehicles	Total License Fee per day (Rs.) (A x No. of Vehicles)	Total License Fee for 730 days (Rs.) (B x 730)	Rates quoted (%) = Above/ Below of (C)			Quoted License fee for 730 days(Rs.) = C[(100±D)/100]	Daily License fee (Rs.) = (E/730)	
				Above/ Below/ At par	In figure	In word		In figure	In word
(A)		(B)	(C)	(D)			(E)	(F)	
30	10	300	219000						

Note: The bidder fails to quote above or below or at par including in figures and in words in column D, then his offer will be summarily rejected.

Signature of the Authorized Person

Name of Operator/ Bidder:

Seal:

Address and contact number:

Signature of Authorized Signatory