

JAIPUR METRO RAIL CORPORATION LTD.

NIB No. JMRC/O&S/OP/Parking/2018-19/NIB/01 dated: 22/05/2018

BID FOR PARKING RIGHTS OF ALL METRO STATIONS (MANSAROVAR TO CHANDPOLE METRO STATIONS) OF JAIPUR METRO RAIL CORPORATION LTD. AND OTHER DESIGNATED PLACE

BID DOCUMENT



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LTD.

Directorate of Operations & Systems

406, Admin Building, Mansarovar Depot,

Bhriagu Path, Mansarovar, Jaipur-302020,

Tel. No. 0141- 2822104


Website: www.transport.rajasthan.gov.in/jmrc

Email: edop@jaipurmetrorail.in

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1. NOTICE INVITING BID (NIB)

NIB No. JMRC/O&S/OP/Parking/2018-19/NIB/01

Date: 22-05-2018

1.1 GENERAL

1.1.1 Jaipur Metro Rail Corporation (JMRC) invites sealed bids by open competitive bidding process for Parking Rights of all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation Ltd. and other designated place.

1.1.2 The key details of the NIB are as follows:

a.	Name of Work	:	Parking Rights of 9 Metro Stations of Phase-1A of Jaipur Metro Rail Corporation (Mansarovar to Chandpole Metro Stations) and other designated place. NIB No. JMRC/O&S/OP/Parking/2018-19/NIB/01
b.	Estimated Cost of Work (License)	:	Rs. 29,96,129 (For One Year)
c.	Bid Security Amount (by Demand Draft / Bankers Cheque/ Bank Guarantee, payable in favour of Jaipur Metro Rail Corporation. Ltd.).	:	Rs. 59,923/- (2% of the Estimated Cost)
d.	Cost of Bid form (Non-refundable)	:	Rs. 1180/- (Rs. 1000/- Bid Cost + 18% GST) by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corporation. Ltd.
e.	Bid Document availability period	:	22/05/2018 17:00 Hrs. to 12/06/2018 15:00 Hrs.
f.	Bid Document submission period	:	05/06/2018 17:00 Hrs. to 12/06/2018 15:00 Hrs.
g.	Date, Time & place of opening of Bid	:	12/06/2018 at 15:30 Hrs. O/O DGM/ Operations , 418, 4th Floor, Administration Building, Mansarovar Depot, Bhriugu Path, Jaipur-302020
h.	Date and Time of opening of Financial Bid	:	shall be conveyed to the bidders who qualify in the technical bid evaluation. Information shall be conveyed by the e-mail or shall be available at the JMRC website.
i.	Date, Time and Place of Pre Bid meeting	:	1100 hrs on 30/05/2018 Room No. 418, Admin Building, Mansarovar Metro Depot, Bhriugu Path, Mansarovar, Jaipur - 302020
j.	Validity of Bid	:	90 days from the last date of submission of bid.
k.	Stipulated date of Commencement of work	:	Within seven days from the date of issue of "Letter of Commencement or as mentioned in the LOA".
l.	Period of Completion of work	:	1 Year from the stipulated date of commencement.
m.	Performance Security	:	equivalent to three months license fee

1.2 Bid Document consists of the following:

- Notice Inviting Bid (NIB)
- Instructions to Bidder (ITB)
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Bill of Quantities/Commercial Bid(BOQ)

Note:

- Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC. Bidder shall have to furnish the declaration in such regard as per Annexure 4.
- Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the below mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on below mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- If the date of opening is declared holiday, then Bids will be opened on next working day.

1.3 Availability and Issue of Bid Documents

The Bid documents consisting of Specifications, Schedule of quantities of work to be done and set of terms and conditions of contract to be complied with by the contractor, whose Bid may be accepted and all other information/documents pertaining to the work will be open for inspection for Bidders and can be obtained from the O/o Deputy General Manager (Operations), 418, Admin Building, Mansarovar Depot, Bhriugu Path, Mansarovar, Jaipur-302020 between 11:00 Hrs to 16:00 Hrs on every working day except on Saturday, Sunday and Public Holidays during the period as mentioned in NIB.

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

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

2. **Eligibility Conditions of NIB:-** The bidder shall be required to meet all the eligibility criteria as mentioned below:-

2.1 **TECHNO - FINANCIAL ELIGIBILITY REQUIREMENTS :-**

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

- 2.1.1 **INITIAL REQUIREMENTS:-** Firm shall INITIALLY be filtered on the basis of following criteria

S. No	Criteria
1.	Firm should not have abandoned any work in last Five years.
2.	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3.	Bidder's security deposit should not ever been forfeited by any Government/Semi government/PSU/MRTS.
4.	Bidder should not have been involved in frequent litigation in last Five years.
5.	Bidder should not have suffered bankruptcy/insolvency in last Five years.
6.	Bidder should not have been blacklisted/ debarred by any organization.

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

- 2.1.2 **Work Experience :- (Physical requirement)**

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

- Three similar works each costing not less than the amount equal to Rs.11,98,452 (40% of the estimated cost)
- Or
- Two similar works each costing not less than the amount equal to Rs.14,98,065 (50% of the estimated cost)
- Or
- One similar work costing not less than the amount equal to Rs. 23,96,903 (80% of the estimated cost)

2.1.3 **Definition of Similar Works:-**

Parking Management work carried out for a Government Organization / Public Sector Undertaking / Government Autonomous Body /Government Local Body / Hospitals/ Municipal Corporations / Air Port/ Sea Port/ Metro Stations / Railway Station /Bus Stand etc.

Note:-

Firm is required to submit the completion certificates issued by the respective clients of work done. Only direct experience will be considered. Experience of subletting or a sub-contractor to the main contractor will not be considered.

2.2 **Other Eligibility Requirements.**

Bidder should meet other eligibility requirements as per following:-

S. No.	Eligibility Criteria	Documents required to substantiate the same
(i)	The Bidder firm should be in existence at least for last 5 years reckoned from last day of month previous to the one in which the Bids are invited.	a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. b. Copy of Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (Copy of PAN Card)

Note:-

- For point no. (i), in case of bidder is consortium; the above documents shall be mandatorily submitted for all the constituent members.
- The bidder is required to get its firm registered (if applicable) for Goods & Service Tax, EPF, ESI and Contract Labor license within 30 days of issuance of LOA. Firm is required to submit an undertaking in this regard as per Annexure-X of (ITB).

General Manager (Operations)

(Procurement Entity)

JAIPUR METRO RAIL CORPORATION LTD,

406, Admin Building, Mansarovar Depot,

Bhrihu Path, Jaipur - 302020

Tel: +91-141-2822119, 2822104

Email: edop@jaipurmetrorail.in

INSTRUCTIONS TO BIDDER (ITB)

General Guidelines:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- D. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- E. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- F. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/ financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- G. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- H. Bids will not be considered if Bidders make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
- I. Bidders may remain in touch with the JMRC's website www.transport.rajasthan.gov.in/jmrc or state public procurement portal www.sppp.rajasthan.gov.in for any kind of latest Information, Addendum, Clarification, etc.
- J. The words 'bid' and 'tender' have been referred interchangeably in this bid document.

1. Bid Document

- 1.1 The Bid Document is meant to select contractor for Parking Rights of all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation and other designated place. Necessary details of required services are there in the Scope of Work at 2.0 below.
- 1.2 The Bid Document duly encompasses the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s) etc. Same has been delineated by various parts of the Bid Document as mentioned in clause 1.2 of the NIB.

2. **Scope of Work**

- 2.1 Licensee shall be required to operate and manage the Parking at all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation and other designated place. Brief of the required services and, functional requirement are detailed as under:-

- 2.1.1 (a) The successful bidder shall make arrangement and manage the parking for approved group of vehicles through its authorized competent manpower in the JMRC Land on round the clock basis & other premises at the parking rates approved by the JMRC. Parking rights shall be available to the bidder at the accepted license fee payable by the licensee to JMRC. Parking rates and distribution of parking area among various categories of vehicles or revision in parking area or any other change in parking plan etc. shall be reviewed by JMRC on three months/ quarterly basis; if any changes are made in the parking rates etc. then license fee shall be modified on pro-rata basis.

Area offered by JMRC is "SUPER AREA", no request by licensee for reduction in area will be considered on account of pole, tree, drainage etc. being available in the parking area or on account of any other reason. However, if JMRC reduces the area for any other use for JMRC that will be honored by the licensee without any claim and his license fee will be adjusted accordingly on pro rata basis.

Vehicle movement area also will not be deducted from the super area. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per requirement of JMRC Ltd. The license fee will be proportionate to the area allowed/ handed over for parking in case of decrease/ increase. If JMRC is able to get extra space from local authorities near the station premises, then same may be handed over to the parking licensee at its sole discretion. License fee shall be revised on pro-rata basis in such case.

- (b) Responsibility of safety & security of Parking lots lies with the parking licensee. However, JMRC may provide M.S. Boom barriers, sanitary post with suitable one light & fan point, one 5 amp Socket plug strictly for computer interface for keeping account and for charging hand held device at some sites. Misuse of electricity other than the bonafide purposes as above may lead to imposition of penalties and even disconnection. A suitable M.S./ Metal board with metal angle stand shall be arranged by JMRC and the licensee will exhibit the approved parking rate list, licensee and his address/ Mob. No. with reflective paint etc. after approval of the same by JMRC.

On demand, an additional electric connection upto 1KW / 5 Amp. may also be made available by the JMRC to the licensee on payment basis. Metering of the same shall be carried out and charges of same shall be levied by JMRC through monthly invoice.

If JMRC is not able to provide electric/water connection at site remote to Metro station, Licensee may arrange electric/water connection on its own cost with the approval of Engineer Incharge.

- (c) Licensee may arrange additional sanitary hut for parking used for tourist buses with the approval of Engineer Incharge and same shall be removed by licensee on completion of contract.
- (d) Successful Bidder shall also be responsible for keeping the parking site in a clean, proper & decent condition. Licensee shall also maintain proper record of all the vehicles availing parking service.
- (e) Successful Bidder shall also be required to follow the directions for proper operation of parking sites issued by competent authority time to time.
- (f) Successful Bidder shall have to deposit monthly license fee as per the schedule in the Bid Document.
- (g) Parking sites are being developed by the JMRC and therefore same may be available to the licensee in phased manner. In such case license fee shall be calculated on pro-rata basis. No claim/compensation etc. by the licensee in this regard shall be entertained by the JMRC.

- 2.1.2 The period of contract shall be for a period of 1 (One) years from the date of commencement. It shall be further extendable by mutual consent for further up to one year with increase of 5% monthly license fee and all other terms & conditions will be same.

- 2.1.3 After completion of contract period, if processing of next bid is delay then JMRC may ask to licensee to operate the site upto next Three Months on same terms & conditions, without consent of licensee, this condition is binding upon the licensee. Same shall be intimated by JMRC in seven days advance before expiry of license period.

- 2.1.4 The above services may be required at the following sections (as a whole or in part) of Jaipur Metro: -
East-West Corridor (Mansarovar to Chandpole Metro Stations) and other designated places.
- 2.1.5 The quantity of items shown in the Scope of Work/Commercial Bid are approximate and liable to vary during the actual execution of the work. The Licensee shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the accepted rates.
- 2.1.6 The minimum wages to be paid by the licensee against the work/ contract shall be as payable at his own cost to a skilled worker during the period of the work/ contract, as published by the Department of Labour, Govt. of Rajasthan time to time. No financial liability on this account shall be borne by JMRC.

3. **Who can Apply**

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

4. **Bid Requirements**

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

Technical Bid

- 4.1.1 In this bid process, the bid document requirement has been detailed below. Bidder should mark "Technical Bid" and "Financial Bids" on the envelopes containing below mentioned documents. Exact description of document to be placed in the Technical Bid & Financial Bid envelopes have been mentioned in the clause 12 of the ITB (sealing marking and submission of bids).

Signed and stamped copy of the Bid Document and Bill of Quantity (BOQ).

Besides this, all other associated / required documents to prove eligibility shall be submitted duly numbered and signed/ stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the licensee. The Cost of Bid Form and Bid Security Amount is also to be submitted by the bidder.

- 4.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.

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

- i) Registrar of Companies (in case bidder being a company),
- ii) Employees Provident Fund Organization,
- iii) Employee State Insurance Corporation,
- iv) Goods and Service Tax Department,
- v) Registration with Labour Department,
- vi) Any other documents as required to prove eligibility.

- 4.1.4 Each bidder shall be required to confirm and declare with the Bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Bid price will not include any such amount. The format is given in Annexure-2 of the ITB.

- 4.1.5 The bidder shall be required to enclose the Check List as in Annexure-3 of the ITB.

- 4.1.6 In order to assess the technical and financial capabilities of the bidders, the Technical Bid is divided in various Proformas (1 and 2) for Technical Evaluation. Bidders are advised to fill the enclosed Proformas signed and stamped.

- 4.2 Bidders may note that the Financial Bids of only those bidders will be opened who satisfy the requirements mentioned above from 4.1.1 to 4.1.6.

5. **Bid Clarification Process : Query from Bidders**

- 5.1 If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Bid Document, he may seek clarifications in the form of query, in writing, from the Office of General Manager/Operations, as per schedule given in the Notice Inviting Bid. Authorized Reply to Query as mentioned at 5.2, if any given by JMRC, shall form part of the Bid Document.

- 5.2 Except for written clarifications (Reply to Query(s)) from the office of General Manager/Operations, which is expressly stated to be an addendum to the bid document issued by JMRC, no written or verbal communication/ presentation/explanation by any other employee of JMRC shall be taken to bind or fetter JMRC under the bid/contract.

6. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and JMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **Site Visit**

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

8. **Bid Validity**

The bid shall remain valid and open for acceptance for 90 days from the date of submission of the bids. In exceptional circumstances, prior to the expiry of the bid validity period, JMRC may request the bidders for a specified extension in the period of bid validity. The request and the response thereto shall be made in writing or by tele-fax. Bidders may refuse the request without forfeiting their bid security. Bidders agreeing to the request for extension of bid validity period shall not be permitted to modify their bid but will be required to extend the validity of the period of the bid security correspondingly.

9. **Bid Security**

- 9.1 The bidder shall furnish bid security of the amount in the manner as mentioned at 1.1.2(c) in the Notice Inviting Bid. Bidders willing to submit Bid Security in the shape of Bank Guarantee shall use the proforma as made available at Form-A.

- 9.2 Bids not accompanied by an acceptable bid security shall be summarily rejected as being non responsive.

- 9.3 The bid security of unsuccessful bidders may be discharged /returned by JMRC on request after execution of agreement with the successful bidder.

- 9.4 The bid security of successful bidder may be discharged /returned by JMRC only after submission of Performance Guarantee equivalent to three months license fee and one month advance license fee.

- 9.5 The bid security may be forfeited: -

- (a) If bidder withdraws its bid during the period of bid validity.
- (b) If bidder does not accept corrections in Rates quoted in the Commercial Bid.

- 9.6 In case of a successful bidder fails to: -

- i) Submit signed Letter of Acceptance (LOA) as a token of acceptance within three days of its issuance.
- ii) Furnish the necessary Performance Guarantee equivalent to three months license fee and one month advance license fee within the ten days of issuance of LOA.
- iii) Commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance.
- iv) Enter into the Contract Agreement within the time limit.

- 9.7 In case the agency/firm withdraws their offer after submitting Bid without valid reason, the firm will get debarred for participating in JMRC parking bids for one year reckoned from the date of such debarring. Decision of JMRC in the regard shall be final and binding on the licensee.

- 9.8 In case of two parts Bid, if the bidder is found unsuccessful in the evaluation process in the first part itself, herein called as unsuccessful bidder for all purposes in that bid, their bid security shall be refunded with the concurrence of associated finance and approval of competent authority (Who has invited the bids).

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

10. **Language of Bid**

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be in English language. The documents submitted by the bidder will not be returned by JMRC to the Bidder.

11. **Bid Prices**

11.1 The Contract shall be for the whole work, as described in Bill of Quantities/Letter of Acceptance. The bidder shall fill the requisite charges etc. in the Bill of Quantity (BOQ) and accordingly calculate the Rates of works described in the (BOQ). The bidder is required to quote his rates taking into account all the Terms & Conditions of the Bid.

11.2 The bidder shall quote his rates exclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. but excluding of Goods & Service Tax. **Applicable Goods & Service tax shall be payable by the successful bidder to JMRC extra.** Parking rates are inclusive of GST but the license fee is exclusive of GST, i.e the successful bidder shall not charge GST over the approved parking rates from the parking users but he shall be liable to pay GST extra over the license fee to JMRC.

That the licensee shall also pay all the license or other fee or taxes payable to the Government or municipal or local bodies concerned in connection with the regulation/ monitoring/ management of the business of parking, levied from time to time.

Quoted price will also be deemed to include all incidental charges, supervision, transport, licensee's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract, complete as required.

The bidder/licensee shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as JDA, Local Bodies/Rajasthan State government and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by JMRC Ltd. from time to time. He shall also pay all municipal taxes/other local body taxes or fees as due. Nothing extra shall be paid by JMRC to the contractor on this account.

The licensee shall get himself registered with Goods and Service Tax department and liability of filing GST returns shall lie with the licensee. Jaipur Metro shall provide the invoice of GST to the licensee.

11.3 The licensee shall be fully responsible to meet all the labour regulations and shall keep the JMRC fully indemnified in this regard.

11.4 That the Licensee shall pay all dues invoiced including Penalties, Interests, TCS (Tax collected at source), etc. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. JMRC reserves the right to terminate the license agreement by forfeiting the Performance Guarantee on account of non-payment of dues after serving a notice for non-payment.

11.5 Licensee shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages given by JMRC and deposit / disburse other statutory dues to the applicable authority/ organization OR as per the direction of JMRC.

12. **SEALING, MARKING AND SUBMISSION OF BIDS**

12.1 The Bids shall be submitted as per Single Bid Two Envelopes system as described below in person at the O/o DGM(OP), JMRC, Jaipur. **Completed Bid Package sent by the post/ courier for submission shall not be entertained by the JMRC and JMRC shall not be responsible for loss of such bids.**

12.2 The Bids shall be submitted in Two Envelope duly super scribed on each envelope, from the bidders, the Name of Work, "Technical Bid" OR "Financial Bid" (as the case may be), name, address and contact particulars of the Bidders.

12.3 **The First Envelope (Technical Bid) shall contain the following:**

12.3.1 If bidder is using the downloaded Bid Document for submission of the Bid, Cost of Bid form as per clause 1.1.2.d of the NIB

12.3.2 Bid Security in the form as described at 1.1.2(c) in the NIB.

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

12.3.4 All documents establishing the eligibility of the Bidder as per NIB Conditions (Photocopy should be self certified).

- 12.3.5 In addition to above mentioned Documents/Instruments, Technical Bid Document to be placed in the first envelope shall be the complete Bid Document (Excepts BOQ) signed by the contractor containing following :-
- 1. Notice Inviting Bid (NIB)
 - 2. Instructions to Bidders (ITB)
 - 3. Special Contract Conditions (SCC)
 - 4. Draft License Agreement
 - 5. All Annexures/Formats/Forms duly filled and signed by the licensee etc.
- 12.4 **The second Envelope (Financial Bid) shall contain the Bill of Quantity (BOQ)/ Commercial Bid.**
Please note that financial offer shall only be quoted in BOQ not elsewhere in Technical bid otherwise the Bid will be rejected.
The Bid should be properly bound and sealed. In case of loose/spiral bound submission of Bid, the Bid may be liable for rejection.
- 12.5 If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued/uploaded Bid documents shall be treated as non responsive and shall be summarily rejected and the Bid Security deposited by bidder shall be forfeited in addition to any other action as per prevalent rules.

BID OPENING AND EVALUATION

13. **Bid Opening**
The duly authorized committee of JMRC will open the Technical Bid on the scheduled Date, Time and Venue.
Bidder(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder wishes.
Only those bids which are adequately responsive, conform to the eligibility conditions and technically acceptable will be eligible for opening of their financial bids. **Technically unacceptable / ineligible bids will not be eligible for consideration of their financial bids.**
Date, Time and venue of opening of financial bid shall be conveyed to the bidders who qualify in the technical bid evaluation. Information shall be conveyed by the e-mail or shall be available at the JMRC website.
14. **Process to be Confidential**
- 14.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 14.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the bidders Bid.
15. **Clarifications of Tenders/Bids**
- 15.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their bids, including break-up cost of prices. The request for clarification and the response shall be in writing or by tele-fax but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of bids in accordance with Clause 19 herein.
16. **Determination of Responsiveness**
- 16.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.
- 16.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of

which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price.

- 16.3 If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.
- 16.4 The decision of the Engineer/Employer as to which of the bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.

17. **Evaluation of Bid**

- 17.1 The Employer will, keeping in view the contents of Clause 4.0 of ITB, carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work. Where a bidder's technical submittal has a major inadequacy, his bid will be considered to be non-compliant and will be rejected.

- 17.2 **Only those bids which are adequately responsive, conform to the eligibility conditions and technically acceptable will be eligible for opening of their financial bids.** Technically unacceptable / ineligible bids will not be eligible for consideration of their financial bids. The financial proposal shall be evaluated to determine the highest bid. Technically unacceptable bids shall not be considered for financial evaluation.

Date, time and venue of opening of financial bid shall be conveyed to the bidders who qualify in the technical bid evaluation. Information shall be conveyed by the E-Mail or shall be available at the JMRC/SPPP website

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

a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 18.1 of the ITB.

b) Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

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

- 17.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

- 17.7 The duly authorized Engineer / Committee reserves the right to ask for submission breakup of rates which the bidder has quoted his rates before the bid can be considered for acceptance or ask for justification of rates. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to forfeit the said Bid Security absolutely.

18. **Correction of Errors**

- 18.1 Errors will be corrected by the Employer / Engineer as follows:

a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

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

c. If the rates are being asked to be quoted in percentage above/below vis-à-vis to the Estimated Cost and there arises a discrepancy in deciding the "above" and "below" words then the above/below mentioned in the WORDS will prevail. If contractor

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

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

19. **Other Bid Guidelines/ Evaluation of Financial Bids**

- 19.1 JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability.
- 19.2 All bids, documents and other information submitted by the bidders to JMRC shall become the property of JMRC. Bidders shall treat all information furnished as strictly confidential. JMRC will not return any submission.
- 19.3 The bid is not transferable under any circumstances.
- 19.4 Bid in any form other than the prescribed format issued by JMRC will not be entertained and will be summarily rejected.
- 19.5 Bids with revised / modified rates / offer after submission / opening of the bid will be summarily rejected. In such a case JMRC may forfeit the Bid Security Deposit submitted with the bid.
- 19.6 JMRC reserves the right to accept or reject any or all bids or any part of the bid without assigning any reason thereof, and the decision of JMRC in this respect shall be final. JMRC reserves the right to award the tender to a bidder other than the H-1 bidder.
- 19.7 JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.

20. **Award of Contract**

- 20.1 The officers processing the bids shall normally accept the highest offer subject to confirmation by the competent authority provided that the highest bid amount is considered reasonable for acceptance by bid committee members/ competent authority.
- 20.2 In case, two or more responsive bidders have quoted the same price for the same package, which is also the highest 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.
- In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching and highest rates). Out of this open auction process, the bidder who offers the highest rate shall be declared as successful bidder. The date and time of auction will be notified to the concerned Bidders.
- 20.3 The competent authority shall be entitled to reject any bid without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the bid is not accepted by the competent authority, the bid security deposited at the time of bid shall be refunded without any interest.
- 20.4 In case the highest Bidder fails to pay one month's advance license fee and interest free performance guarantee equivalent to three months license fee within 10 days from the date of issue of letter of acceptance, the bid shall stand cancelled and the Bid Security shall stand forfeited.
- 20.5 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his bid has been accepted.
- 20.6 The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to JMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA. Contractor is required to deposit first months license fee (in advance) and three months license fee as performance security within 10 days of issue of LOA.
- The Licensee is required to take possession of the site from the date of actual handing over on 'As is where is basis' or from the date of taking over of the site as mentioned in the letter of acceptance whichever is earlier.**

- 20.7 **Letter of Acceptance shall communicate the sum which the successful bidder would pay to the JMRC during the contract period, to be paid on month to month basis as per license agreement and as per procedure chalked out in the Bid Document.**
- 20.8 No correspondence will be entertained by JMRC from the unsuccessful bidders.
- 20.9 On signing of Agreement, JMRC will notify the unsuccessful bidders and discharge / return their bid security.

21. **Performance Security**

- 21.1 The successful bidder shall furnish to JMRC a security in the form of Bank Guarantee / Bankers Cheque / Demand Draft for an amount, equivalent to three months license fee within 10 days from the date of issue of Letter of Acceptance. The bidder who desires to submit the Performance Security in the shape of Bank Guarantee needs to submit it as per the pro forma prescribed at Form-B.

The validity of the Bank Guarantee shall be six months beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period (if any). The Bank Guarantee shall be prepared from a scheduled Commercial Bank based in India, with its branch located in Jaipur, as per the format of Bank Guarantee provided in this Bid Document. Further, as and when there is revision in license fee due to any reason, the Performance security will be revised accordingly, equivalent to corresponding three months license fee with JMRC at all times.

- 21.2 Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Bid and forfeiture of the Bid Security.
- 21.3 In case of pendency of any claim made by the owner of any vehicle for the loss/damage/theft of vehicle before any authority, the licensor shall have the right to deduct and withhold the amount from Performance Security paid by the licensee to the extent of the value of vehicle insured with the Insurance Company or the extent of pending claim before court and other charges related to case till the finalization of claim before the Court/Insurance Company/statutory authority or any other pending claim before consumer court /court related to parking and other charges related to case.

On such deduction, the parking contractor will be asked to recoup the Performance Security within 10 days. The notice for recoupment of Performance Security will be treated as termination notice in case of failure of licensee to recoup the security deposit within time. The parking contractor will also be liable to pay an interest @ 15 % per annum on shortfall in Performance Security from the date of transfer of compensation in the bank account of the owner of the vehicle to the date of recoupment of Performance Security by the parking licensee. The failure to recoup the Performance Security will be treated as breach of contract and the parking licensee would be blacklisted from participating in parking bids of JMRC for one year reckoned from date of such blacklisting.

- 21.4 In case the licensee does not take possession of site within 10 days of issuance of such notice from JMRC then the performance security and the advance license fees will be forfeited in favour of the licensor (JMRC Ltd) and no claim, compensation, or even correspondence will be entertained on this account.

That notwithstanding the other rights the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of interest free Performance guarantee, imposition of interest or determination or revocation of the license.

- 21.5 The licensor will also have right to take into possession full or part of parking area for its own use or for development/ modernization of parking area. If part of parking area is taken back by licensor the license fee will be adjusted on proportionate basis and part of Performance Guarantee of the corresponding area will be refunded/ adjusted.
- 21.6 Performance Security shall be refunded within 60 days after receipt of written request on completion of full term of contract and meeting of all the contractual obligations by the successful bidder. The dues shall be adjusted from the Performance Security if the licensee fails to deposit the dues within the notice period. Notice shall be issued for payment of dues before its adjustment from Performance Security deposit. The details of such adjustment shall be provided by JMRC.

22. Signing of Contract/License Agreement

- 22.1 JMRC shall prepare the contract/license agreement, as per proforma given in this bid document, duly incorporating all the terms & conditions of the bid.
- 22.2 For the purpose of preparing of the contract/license agreement, the contractor shall be required to deposit two numbers Judicial Stamp Papers of appropriate value, as intimated by JMRC.
- 22.3 Prior to signing of the Contract/License Agreement, the successful bidder shall be required to submit the following: -
- Performance Security
 - Power of Attorney in favour of Authorized Signatory(s)
 - Signed copy of the GCC.
- 22.4 The Contract/License Agreement shall require to be executed within 10 days from the date of issue of the letter of acceptance and before taking over of possession of the site.
- 22.5 The Licensee is required to take possession of the site from the date of actual handing over on 'As is where is basis' or from the date for taking over of the site as mentioned in the letter of acceptance whichever is earlier.

23. Cancellation of Letter of Acceptance (LOA)

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

24. Corrupt & Fraudulent Practices

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

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

25. Parking Charges:

- 25.1 The licensee shall be entitled to charge the parking charges according to the schedule of rates which are as under:

Parking rate list (To be displayed on a Board as per sketch)

Type of vehicle	Parking Charges			
	Up to 8 Hours (Rs.)	More than 8 and up to 16 Hours	More than 16 and up to 24 Hours	Monthly Charges
Bus***	150	300	450	4500
Cars/SUV/Taxis	15	30	60	450
E-Rickshaw / Auto rickshaws****	15	30	60	450
Two Wheelers (Scooter, Motorbike)	5	10	20	150
Cycle	2	3	5	60

*Please park vehicles in designated area. Do not give vehicle key to parking attendants. (This is to be mentioned under the board)

** The penal rate for parking beyond 24 hrs or part thereof for cycle is Rs. 5/-, for Two Wheelers is Rs. 20/- and Car/Jeep/LCV/SUV/ E-Rickshaw / Auto rickshaws is

Rs. 60/- and Bus is Rs. 450/- on per day basis in addition to the prescribed parking rate upto 24 hrs.

*** Four wheeler buses (mini/other contract carriage public transport buses) if space permits, without inconvenience of metro commuters vehicles parking.

The permission for parking of buses may be withdrawn at any time if same are not permitted by any statutory/public authority i.e. RTO/Traffic Police etc. License fee shall not be revised on this ground and decision of JMRC shall be binding on bidder/contractor.

**** E-Rickshaw/Auto Rickshaw if space permits, excluding metro feeder vehicles.

- 25.2 Parking is available for the genuine metro commuters round the clock. The parking hours and parking charges shall be displayed on the rate board as approved by the JMRC. The parking rates (including monthly charges) are subject to change/ revision upwards or downwards as per direction of the "Engineer" to be conveyed on three months basis.
- 25.3 As and when JMRC revises the parking rates, the Monthly License Fee will get revised. Similarly, if super area of parking lot is increased/ reduced the Monthly License Fee will also get revised proportionately and same shall be notified by the JMRC to the licensee. Licensee is not authorized to change the parking charges without approval of JMRC.
- 25.4 Licensee shall be bound to provide free round the clock parking upto the Equal Car Units (ECU) space as tabulated below on daily basis to the JMRC staff. Parking facility shall be made available by the licensee to the JMRC staff on showing of the ID card to the licensee. In case of any dispute regarding assigning of priority in parking, decision of the station controller shall be final and binding on the licensee.

Station	Mansarovar Metro Station	New Atish Market Metro Station	Vivek Vihar Metro Station	Shyam Nagar Metro Station	Ram Nagar Metro Station	Civil Lines Metro Station	Metro Railway Station	Sindhi Camp Metro Station	Chandpole Metro Station
Free parking upto the Number of Equal Car Units (ECU)	3	3	2	1	3	1	1.5	1	3

Following conversion table shall be used for the other vehicles
One ECU = 6 Two wheelers = 7.5 Bicycles.

- 25.5 Licensee will arrange to keep helmets of passengers in safe custody for which he will charge an amount of Rs.2/- per helmet against issuance of receipt in printed form indicating rates for charging helmet. For any damage/ loss of helmet, licensee will be responsible to compensate the passenger.

26. License Fee and Remittance thereof

- 26.1 The licensee would be required to make payment of agreed license fee in advance on monthly installment basis by the 10th of every month called due date vide a demand draft / Bankers Cheque/Cheque drawn in favour of "JMRC Ltd". If 10th of month falls on holiday, then next working day will be considered as due date. In case of failure to deposit the license fee in time, interest @ 24% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable by the licensee for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the licensee to pay his dues within 7 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 7 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by JMRC.
- 26.2 If the licensee fails to pay license fee in time for any month, the license shall stand cancelled subject to provisions vide item no. (i) above, and the interest free Performance Security shall stand forfeited in favour of the licensor (JMRC Ltd). Also on such cancellation of the license, the licensee shall quit the licensed site immediately and licensor shall be entitled to allot it to the bidder of neighbouring site or to re- tender the licensed site. A penalty of Rs. 1500/- shall

be imposed on licensee in case of his cheque is bounced. Apart from imposing penalty action will be initiated under negotiable instruments act.

- 26.3 The monthly license fee shall be revised proportionately on account of increase or decrease in parking rates by JMRC depending on demand and supply situation or due to revision in parking area or due to any other reason on every three months/ quarterly basis. The licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever, on account of upward or downward revision of parking charges by the licensor.

26.3.1 Revision in license fee:-

JMRC is free to revise parking rates, may alter parking area at various stations. Above mentioned changes can be made individually or in combination. Such changes shall be carried out on every three month/ quarterly basis. Such change will cause revision in the license fee payable by the successful bidder to the JMRC. Method to calculate such change in license fee in each category is described as below:-

26.3.1.1 On account of change in parking rates:-

If the parking rates (8 hours basis) are revised (either increased or decreased) by the JMRC, then the license fee payable by the successful contractor to JMRC shall also stand revised in proportion to the revision in parking rates.

26.3.1.2 On account of change in parking area

If the parking area is increased or decreased by the Metro Administration as compared to the area shown in BOQ, the license fee will increase or decrease on pro-rata basis. In case of additional parking requirements, if permitted by Traffic Police / local authorities on street parking, same will also be arranged by JMRC. If the licensee is not willing to manage the additional parking, JMRC is free to manage the street parking on his own or may authorize to someone else than the licensee. And, if the licensee will be willing to manage the additional parking, additional license fee shall be charged and payable to JMRC on pro-rata basis. Increase/decrease in parking area will cause increase/decrease in the capacity of parking lots and in turn will cause increase/decrease in number of vehicles to be parked.

26.3.1.3 On account of any reason mentioned in bid document.

- 26.3.2 Revision in license fee on account of any reason as mentioned in the Bid Document shall be intimated only by the "Engineer" in writing to the successful contractor. The license fee shall be revised from the date as communicated by the "Engineer".

- 26.4 The period of license will terminate on the last day of the last month of contract period from the date of possession. On completion of the term, the interest free Performance Security deposit will be returned within three months of handing over of site by licensee to JMRC and any leviable charges/ outstanding/ dues/ or any other claims/ etc. from the licensee shall be settled against the Performance Security.

- 26.5 That in case any amount becomes due against the licensee in respect of any matter covered under the license, the same shall be on the failure of the licensee to pay within the time prescribed be recovered as arrears.

27. Exit Path

i) The Licensee confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, JMRC (Licensor) has the right to terminate this license agreement as and when it requires the said licensed parking space/s for its own programmes whatsoever, by giving three month's notice thereof. The Licensee voluntarily and unequivocally agrees to peacefully vacate the parking site as and when called upon by Jaipur Metro Rail Corporation Ltd. (Licensor) without demur. The Licensee agrees voluntarily and unequivocally not to seek any claim damages, compensation or any other consideration whatsoever on this account in case of such termination, due to requirement of space by JMRC for its own use/ cancellation of the license agreement due to any other cause, including breach of terms and conditions of this agreement.

(ii) If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license agreement, he/she/they will give to JMRC three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free performance security deposit and all submissions if any made till date of termination will stand forfeited in favour of the Licensor (JMRC Ltd).

(iii) That the licensee shall not be entitled to allow any other person to use the premises on his behalf for use of any part thereof. In the event of the death of the licensee or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However with the express approval of the licensor the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred, remove the goods and other equipment that may be found at the licensed premises. But in case, the goods are not claimed by the legal heirs/ representatives within three weeks of the demise of the licensee, the licensor may by public auction dispose of the same.

(iv) That on the expiry of the period of license or on determination or revocation of the license under the terms and conditions hereof, any belonging of the licensee found in such licensed parking site shall be liable to be sold through public auctions unless claimed within a fortnight of the expiry of the period of license or determination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale the amount due to the licensor from the licensee.

28. **Breach of Contract**

In addition to other clauses mentioned in the bid documents regarding direct or implied breach of contract, it is also mentioned that the licensee shall cater to the needs of the station commuters & the visitors to the station at all the 9 stations and failure to cater to the needs of these persons even at a single station for a continuous period of seven days shall amount to a breach of the terms of this contract and may lead to cancellation of the contract and for forfeiture of Performance Security.

29. **Force Majure**

In case, the parking licensed site is distorted or damaged by any natural calamity or riot or civil disturbances or worse so as to make it unfit for use by the licensee, the license shall stand determined automatically on such date of occurrence of incidence. Licensee shall intimate to the licensor in this regard.

INDEX ON PROFORMA OF FORMS

1. PROFORMA OF FORMS – GENERAL

S.No.	Details	FORM
i	Form of Bank Guarantee for Bid Security	A
ii	Form of Performance Security (Guarantee) by Bank	B
iii	Form of Bid	C

2. PROFORMA OF FORMS – PRE QUALIFICATION PARTICULARS

S.No.	Various Annexures	Annexure
i.	Evaluation Proforma-I	
ii.	Evaluation Proforma-II	
iii.	Experience certificate	I
iv.	Declaration regarding no middleman commission	II
v.	Check List for submission of Parking services Bid	III
vi.	Declaration	IV
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x.	Compliance with the code of integrity and no conflict of interest	A1
xi.	Declaration by bidders regarding qualifications	B1
xii.	Grievance Redressal during Procurement Process	C1
xiii.	Additional conditions of contract	D1
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xv.	Draft License Agreement	IX
xvi.	Undertaking in reference to Clause 2.2 of NIB	X
xvii.	Certificate By Bidder	XI

FORM OF BANK GUARANTEE FOR BID SECURITY

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

(Ref : Clause 9.0 of “Instructions to Bidders”)

1.0 I 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 Bidder binds itself, its successors and assigns by these presents.

2.0 Whereas _____ (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated _____ Regarding _____ (Parking Rights of Parking Lots at _____ for packet No. _____) of NIB No. _____, Metro corridor of Jaipur MRTS project 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.

3. 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. 120 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.

4. 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 clause 9.5.a of the ITB.
- b. If the Bidder does not accept the correction of his Bid price in terms of Clause 9.5.b of the ITB.
- c. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - i. Fails to submit signed Letter of Acceptance (LOA) as a token of acceptance within three days of its issuance (Refer clause 9.6.i. of the ITB).

- ii. Fails or refuses to furnish the Performance Security within the prescribed time. (Refer Clause 9.6.ii of the ITB)
- iii. Fails or refuses to commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance. (Refer Clause 9.6.iii of the ITB)
- iv. Fails or refuses to enter into a Contract within the time limit specified (Refer Clause 9.6.iv of the ITB)

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 OF PERFORMANCE SECURITY BY BANK

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

1. This deed of Guarantee made on _____ (Day/Month/Year) between _____ [Bank] (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Ltd. (hereinafter called "the Employer") of the other part.
2. Whereas Jaipur Metro Rail Corporation Ltd. has awarded the contract for (Name of work) _____ (NIB No. _____) Contract for _____ [mention bided section] (hereinafter called "the contract") to M/s _____ [Name of the Contractor] (hereinafter called "the Contractor").
3. And Whereas the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in Figures and Words).
4. Now, we the Undersigned, _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in Figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer any amount up to and inclusive of the aforementioned full amount, upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 18 Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.]
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2018 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

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

Witness 1

Signature _____

Name _____

Address _____

Witness 2

Signature _____

Name _____

Address _____

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

Dated: _____

The General Manager (Operations),
406, 4th Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot, Bhriku Path,
Jaipur-302020

**Sub: - Bid for Parking Rights of all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation Ltd. and other designated place.
NIB No. JMRC/O&S/OP/Parking/2018-19/NIB/01**

Sir,

1. Having visited the JMRC's system/section, examined the Terms and Conditions of contract as well as Instructions to Bidders including Annexures, Commercial Bid, and addendum thereto (if any) issued by the JMRC for Parking Rights of all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation Ltd. and other designated place, we hereby (jointly and severally)* offer to execute the works in conformity with the document for the sum stated in the Commercial Bid as completed by us.
2. We undertake (jointly and severally)* to execute the whole of the works as per the conditions.
3. We undertake (jointly and severally)*:-
 - (a) To keep this Bid open for acceptance without unilaterally varying or amending its terms for the period stated in Notice Inviting Bid hereto (withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Bid is submitted shall constitute a breach of this undertaking)*, and
 - (b) If this Bid is accepted, to provide Performance Guarantee, as security for the due performance of the Contract.
4. We submit with this Bid, a Bid Security of required value in respect of our obligations under this Bid.
5. Unless and until a formal agreement is executed between us, this Bid together with our written acceptance of LOA shall constitute a binding contract between us.
6. We understand that you are not bound to accept the highest or any Bid you may receive.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of JMRC, if they find to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
8. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India.

Yours faithfully,

Witness: _____
(Signature and Name)

Witness: _____
(Signature and Name)

Witness: _____
(Signature and Name)

Signature: _____
Date: _____
Name: _____
Address: _____

Signature: _____
Date: _____
Name: _____
Address: _____

Signature: _____
Date: _____
Name: _____
Address: _____

***Note: -**

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

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

EVALUATION PROFORMA-I
(INITIAL FILTER OF APPLICANT)

[ON COMPANY'S LETTER HEAD]

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last Five years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last Five years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last Five years?		
6.	Has the Applicant been blacklisted/ debarred by any organization?		

NOTE:-

“YES” answer to any of the questions from 1 to 6 will disqualify the Applicant.

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

Dated _____

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

EVALUATION PROFORMA-II
[EXPERIENCE IN YEARS]

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

Name of the Applicant: _____

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

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

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

** Experience / Work Completion Certificate are mandatory to claim related experience. Work completion certificate need to be issued by an officer not below the rank of Executive Engineer to substantiate above mentioned information, failing which the claimed experience shall not be considered. Those bidders who have either worked or working in JMRC shall have to submit Performance Certificate issued by the Engineer-In Charge.

For ongoing contract/works, satisfactory work performance shall be considered as Experience / Work Completion till the last day of month previous to the one in which the Bids are invited.

Dated _____

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

Annexure - I

EXPERIENCE CERTIFICATE
(on Client's Letter Head)

This is to certify that, M/s _____ (Company's Name) having its office at _____, is working / had worked from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY) with us, [for the provision of Managing Parking lots], at the location _____. The performance of M/s _____ during the period is/was _____ [Good/Satisfactory/Poor].

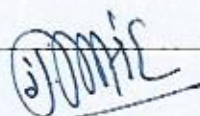
M/s _____ has been paid Rs. _____ for the period from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).

(Authorized Signatory)

Name of Authorized Signatory _____

Designation of Authorized Signatory _____

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



Annexure – II

[ON COMPANY'S LETTER HEAD]

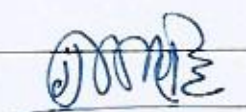
I, Mr./Ms. _____ (Authorized Signatory)* on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance 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 _____

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



Annexure-III

CHECK LIST FOR SUBMISSION OF PARKING SERVICES BID

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

Name of the Bidder - _____

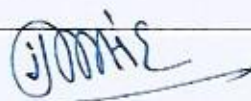
S/N	Item	Bid Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC	1.1.2.d of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC No.G			
1.4	DD/BC Date			
1.5	Value of DD/BC			
2.0	Bid Security Details			
2.1	Bid Security in the form of DD/BC/BG	1.1.2 c of the NIB and 10 of the ITB		
2.2	Name of Issuing Bank and Branch			
2.3	DD/BC/BG No.			
2.4	DD/BC/BG Date			
2.5	Value of DD/BC/BG			
3.0	Eligibility and Qualification of Bidder			
3.1	Whether Power of Attorney with specimen signature has been submitted	Clause 4.1.2 of the Instruction to Bidder (ITB)		
3.2	Whether registration with ESIC enclosed for a Bidder	Clause 4.1.4 of the ITB Document		
3.3	Whether registration with Goods & Service Tax department enclosed for a Bidder	Clause 4.1.4 of the ITB Document		
3.4	Whether Annexure-2 attached by Bidder	Clause 4.1.5 of the ITB Document		
3.5	Whether Evaluation Proforma-1 attached & filled by Bidder			
3.6	Whether Evaluation Proforma-2 attached & filled by Bidder			
4.0	Technical Proposal			
4.1	Whether sealed Technical Bid, submitted as per requirement	Clause 12 of the ITB Document		
4.1.1	Whether Form of Bid enclosed			
4.1.2	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As in Instruction to Bidders		
4.2	Whether the bidder has the financial standing as per the requirement of the ITB	2.2.(i) of the NIB		
5.0	Bid Security, Cost of Bid Form and Processing Fee Documents /Instruments have been submitted as per the schedule mentioned in the NIB	Clause 12 of the ITB Document		
6.0	Whether sealed Commercial Bid/BOQ submitted	Clause 12 of the ITB Document		

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

(Authorized Signatory)

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

Signature of Authorized Signatory



Annexure-IV

DECLARATION

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

Sub: - Bid for Parking Services

- 1.0 I / We, hereby, declare that I / We downloaded the GCC from the website www.jaipurmetrorail.in and have gone through the same.
- 2.0 I / We assure that I / We shall comply with the GCC for the execution of the above contract and it is submitted that Downloaded GCC shall be part of the contract.

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Annexure-V

**JAIPUR METRO RAIL CORPORATION LIMITED
FORMAT FOR RECOMMENDATION TO IMPOSE PENALTY**

Name of station.....

Dated:

Name of the Parking Agency.....

Details of discrepancy: - During inspection by undersigned along with Licensee/ parking contractor's representative on dated, the following irregularities were found-

1.
2.
3.
4.
5.
6.
7.

Recommended By-.....

Designation.....

Recommendation-.....
.....
.....
.....

Parking contractor Auth Representative

Signature of Inspecting Authority

DGM/OP

Annexure-VI

PROFORMA FOR SHOW CAUSE NOTICE FOR TERMINATION OF CONTRACT
JAIPUR METRO RAIL CORPORATION LIMITED
REGISTERED POST A.D.

No.

Dated:

M/s.
.....
.....

Dear Sir,

Contract Agreement No. in connection with
License for collecting parking charges and for running parking site of Jaipur Metro Rail Corporation
Limited on monthly license fee basis at

1. In spite of repeated instructions to you by the inspecting officials as well as by this office through various letters of even number No. dated....., you have failed to meet the conditions mentioned in and also failed to maintain a reasonable level of service mentioned in
2. Your attention is invited to this office/ letter No..... dated..... in reference to your representation dated.....
3. As you have failed to abide by the instructions issued to you and have not shown adequate improvement in service, you are hereby given 7 days notice in accordance with clause to improve works/to make good the progress, failing which further action as provided in clause to terminate your Contract shall be taken.

Kindly acknowledge receipt.

Yours faithfully,

General Manager (Operations)
For & on behalf of Jaipur Metro Rail Corporation Limited

Annexure-VII

PROFORMA FOR FINAL NOTICE TO TERMINATE THE CONTRACT
JAIPUR METRO RAIL CORPORATION LIMITED
REGISTERED POST A.D.

No.

Dated:

M/s.....
.....
.....

Dear Sir,

Contract Agreement No. in connection with License for collecting parking charges and for running parking site of Jaipur Metro Rail Corporation Limited on monthly license fee basis at, it is kindly conveyed that:-

1. Seven days notice under clause..... was given to you under this office letter of even number dated but you have not taken any action to improve the service/show adequate progress of the work.
2. Therefore, you are being kindly intimated that as per the clause....., the contract under reference is being rescinded and same shall be effective within 48 hours of issuance of this notice
3. You are hereby given 48 hours notice in terms of clause on expiry of this period your above contract will stand rescinded.

Kindly acknowledge receipt.

Yours faithfully,

General Manager (Operations)
For & on behalf of Jaipur Metro Rail Corporation Limited

Annexure-A1

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same sub bidder, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure-B1

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

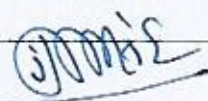
In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated

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:
Place:

Signature of bidder
Name:
Designation:
Address:



Annexure-C1

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director (O&S) Jaipur Metro Rail Corporation, Jaipur.

The designation and address of the Second Appellate Authority is MD, Jaipur Metro Rail corporation, Jaipur.

(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 endeavor 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 lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second' appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

Memorandum of Appeal

Appeal No of.....

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....(Supported by an affidavit).

7. Prayer:.....

.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetic errors

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

Annexure-VIII

**JAIPUR METRO RAIL CORPORATION LTD.
BID APPLICATION FORM**

NAME OF BIDDER: _____

ADDRESS: _____

To,

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

Dear Sir,

Subject: Application for grant of License, for 1 years for parking lots under Jaipur Metro Rail Corporation Ltd. at _____ Metro Stations Package No. _____.

PARTICULARS OF BIDDER:

Please place your photo with self attestation.

1. Name (in Block letters)

.....

2. Name _____ of _____ father/husband

.....

3. Age

4. Full address (residential)

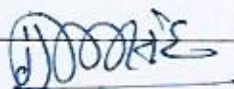
.....
.....
.....
.....

5. _____ Address _____ (Occupational)

.....
.....
.....
.....

6. Contact Telephone No Mobile No.....

Signature of Authorized Signatory



PARTICULARS OF AUTHORIZED PERSON: (Must)

1. Name of authorized Person.....
2. Qualification.....
3. Contact No. (Land line.....Mobile)
4. ID Proof Submitted Yes..... No..... ☒

A) PARTICULARS OF PARKING SITE:

- i. Bid Security Instrument should be enclosed with bid application.

Details of Bid Security Instrument:-

Bid Security Instrument Type (DD/BC/BG) _____

No. _____ Dated: _____

Name of Bank: _____

Amount: _____

- ii. Cost of Bid form Details of DD/BC _____

1. I/We, shall deposit with JMRC as interest free Performance Security deposit an amount equivalent to three months rental and one month advance license fees within ten days of the receipt of letter of acceptance.
2. I/We certify that, I/We have verified the site and find the same suitable for the purpose of parking and are fully satisfied with the site conditions. I/We certify that I/We are also fully aware that the site plan attached with this document is tentative and I also agree that the actual final "Super Area" will be jointly measured at the time of possession & variation is agreeable to me as per actual on pro rata basis for calculating MLF.
3. I/We shall keep this offer valid for a period of 90 days from the date of opening of this bid.

I/We the undersigned being the bidder as mentioned above, hereby apply to the Jaipur Metro Rail Corporation Ltd. for allotment of the parking site/ lot described above in accordance with the terms and conditions of the allotment by bid under JMRC. I/ We have visited the parking sites/lots and are satisfied with the area mentioned in this bid and shall not raise any claim whatsoever on account of any deficiency in parking site. I/We have read and understood terms and conditions of bid and hereby unequivocally accept the same. I have seen both Katcha & Pukka area and quoting the rates accordingly, after checking the area. I/We shall pay the license fee and furnish the required documents in the prescribed form in accordance with terms and conditions of bid. I/We have inspected the parking site for which bid is being submitted and it is fully satisfactory and as per our requirement, even if it were to be modified at a later stage by the licensor.

4. I/We agree to peacefully vacate the parking site as and when called upon by Jaipur Metro Rail Corporation Ltd. to do so without demur. We also know that no compensation or claim on this account will be entertained.

Signature of Bidder
On behalf of the applicant/ Bidder

Dated: _____

Place: _____

Annexure-IX

DRAFT LICENSE AGREEMENT

This agreement is made on this _____ day of _____ 2018 at Jaipur between **Jaipur Metro Rail Corporation Ltd.** (herein after called Licensor) incorporated under the companies act, 1956 having its registered office at 2nd Floor, Udyog Bhawan, RAJSICO Building, Jaipur-302005, India, hereinafter referred to as the 'JMRC' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the First Party.

AND

(name of bidder) Resident of _____ (hereinafter called the licensee) whereas the licensor is willing to grant the license for Parking Site in accordance with the terms and conditions of allotment specified hereinafter.

Whereas the licensee applied for grant of a license for _____ Metro Stations parking sites, is willing to get license granted to him on monthly fee of Rs. _____ (amount _____ in words) payable in advance i.e. by the 10th of each English calendar month.

AND

Whereas the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangements for parking at _____ Metro Stations with the prior approval of the licensor.

NOW therefore it is mutually agreed:-

1. In consideration of payment of Rs. _____ (amount _____ in words) an equivalent of three months license fee quoted by the licensee as interest free security received and one month license fee, an amount of Rs. _____ received vide draft no. _____ for due and proper performance of these presents and also willingness of the licensee to pay Rs. _____ (amount _____ in words) per month sum for _____ Metro Station parking sites as license fee, the Licensor grants the license to the licensee and authorize him to use the said parking site as per schedule attached for a period of two years subject to the conditions hereinafter appearing and mentioned in the "Agreement" as referred in clause-2 of this license Agreement.

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

- a. Letter of acceptance
- b. Notice Inviting Bid (NIB)
- c. Instructions to Bidders (ITB)
- d. General Conditions of Contract (GCC)
- e. Special Conditions of Contract (SCC)
- f. All Annexures/Forms/Proformas etc as per Bid Document.
- g. Bid Application Form
- h. Bill of Quantities (BOQ)
- i. Tentative Plans of Parking Lots
- j. Addendums, if any
- k. Any other document shall be part of the agreement if so specified by the JMRC.

3. OBLIGATION OF THE CONTRACTOR

The contractor shall be required to properly manage and maintain the Parking sites as specified in the Bid Document and pay the monthly license fee in advance as per specified schedule to JMRC.

The contractor shall also 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 operating parking lots at these Stations 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.

4. JURISDICTION OF COURT

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

In witness thereof the parties hereto have caused their respective signs to be here unto affixed the day and year first above written.

A true copy thereof signed by both the parties has been retained by the licensee.

For Licensor
Jaipur Metro Rail Corporation

for Licensee

Witness

Witness

1.

1.

2.

2.

Note: * Blanks to be filled by the Licensee at the time of finalization of Agreement.

Annexure-X

UNDERTAKING
(Ref: Clause 2.2 of NIB)

1. I/we M/s..... hereby submit that presently my/ our firm is registered with all of the authorities as mentioned below:-

S. No	Registration For	Registered
(a)	Service Tax	
(b)	Employees Provident Fund	
(c)	Employee State Insurance	
(d)	Contract Labor License under contract Labor Regulation and Abolition Act 1970 (if applicable)	

2. I/we hereby undertake that I/we have registered with the authorities concerned for above mentioned registrations and attached the proof for the same.

Signature of Authorized Signatory with Seal

Annexure-XI

CERTIFICATE BY BIDDER
(Parking Rights of 9 Nos. Stations)

Name of Contract :

.....
.....

Name of Station :

Period: FromTo.....

1. In Compliance to the 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 the 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 to or accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted. (If applicable)
3. Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948 etc. have been fully complied with the me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.
4. The payment has been made to the employees as per Minimum Wages Act, 1948 (As per latest notification).

Signature of Bidder with Seal

Note: - This certificate is to be furnished by licensee.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Bidder for this contract shall plan and execute work in coordination and in co-operation with the employees of the JMRC deployed at various stations and other locations.
2. **Operational Guidelines of the parking area:-**
 - 2.1 **Manning and Operation of site**
 - 2.1.1 It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy the personnel who are adequately trained to handle the required services with safety. If any accident occurs to negligence on the part of the Bidder's personnel, it shall be the full responsibility of the Bidder.
 - 2.1.1. a. Manning of all parking site with Minimum required Manpower with 1 (one) supervisors per day for controlling of all manpower deployed at all parking lot shall be ensured by licensee.
 - 2.1.2 Police verification is mandatory for all the staff deployed in parking. List of staff along with copy of Police verification will be submitted by the licensee to Commercial Cell (CMC Cell) along with copy to the office of ED/Operations or his authorized officer.
 - 2.1.3 The employee of the Licensee shall wear uniforms having company's logo and also carry an identity card, antecedents of the employees nominated for parking area along with their 3 photographs and finger print shall be maintained by parking contractor. A photocopy of ID cards issued to the parking supervisor/ attendant/ licensee after verification should also be submitted in the office of GM/ Operation or to his authorized officer of the concerned station. In the absence of valid identity card, the Parking staff shall not be permitted to enter into the station premises including parking area.
 - 2.1.4 Licensee will provide uniform to his staff at his own cost. Sample of proposed uniform to be submitted in the office of ED (Operations) or to his authorized officer, within 20 days from the date of issuance of letter of acceptance from JMRC. In case uniform is not provided by the licensee then JMRC reserves the right to impose penalty as per charges as per the no. assigned to penalty clause 2.4 (b) (SCC) on each occasion. The licensee should provide the approved uniform to its employee free of cost.
 - 2.1.5 The employees of the licensee shall under no circumstances be construed as employees of JMRC, and the licensee indemnifies JMRC against any claims whatsoever against claims made by Licensee's employees. However the licensee shall abide to pay its employee the minimum wages as issued by State Government from time to time.

That the Licensee shall at all time keep the Licensor indemnified against all claims under applicable Labour Laws/Acts/Rules etc. in force as amended from time to time, in respect of Licensee or any of his employees.
 - 2.1.6 The licensee shall not induct any other unauthorized person in the licensed parking site and sub-let/ sub lease the parking site and shall not allow the same to be used by any other person. The Licensee will be entirely responsible for the required training of its staff.
 - 2.1.7 That the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of the commuters/ passengers. He shall employ sufficient number of employees and attendants for rendering quick and efficient service to the persons/users/commuters.
 - 2.1.8 The licensee should provide details of proposed parking supervisors/attendants to be employed at each parking lot. To ensure safety and security of man, materials and machinery and parked vehicles, separate set of manpower should be provided for different shifts at different parking lots as per requirement.
 - 2.1.9 The agency is to nominate his authorized representative, who will be available at short notice during parking hours. He will ensure the compliance of instructions given by the client's representative during inspection of site. He is to ensure availability of sufficient number of printed parking coupons with specified cost/zero cost. **The parking contractor shall have local office in the limit of Jaipur City for day to day dealing. For the same parking contractor has to provide proof i.e. rent agreement or other proof. Failure on the same, the contract may liable to reject.**

- 2.1.10 The agency is required to post a suitable and competent supervisor/ attendant on every parking lot. He should be conversant with the parking layout and understand the priority/sequence of placing vehicles in parking lot. Similarly, for vehicles moving out of parking area, he should be in a position to guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing damage to parked vehicles.
- 2.1.11 The nominated authorized representative will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. at the parking areas and keep liaison with concerned authorities for assistance during emergency.
- 2.1.12 Agency should intimate the name of his authorized representative with his qualification, Mobile No., experience in parking field with agency, if any ID proof etc. at the time of acceptance of LOA.
- 2.1.13 That the licensee shall charge such rates as may be approved by the licensor from time to time and shall exhibit the schedule of rate at a conspicuous place in the premises. The licensor retains the right to change or modify the terms and conditions of the parking charges and no compensations or claim on this account shall be entertained.
- 2.1.14 The licensed parking sites shall not be used or permitted to be used for any other purpose whatsoever except parking of cars, scooters and cycles and for which authorization has been issued. The licensee will ensure that no unauthorized vehicles are allowed to be parked in the said parking site.
- 2.1.15 That the site is not be used for parking heavy vehicles like truck, loading tempos, commercial material loading autos, JCB, Gensets, Jugaad etc. However JMRC administration may permit any passenger carrying vehicles and vehicle used for feeder service on its sole discretion and rates for the same shall be notified by competent authority of JMRC.
- 2.1.16 The licensee will strictly ensure manning of the entry and exit gates and regulate the entering and exiting traffic in a proper and orderly manner. The staff of licensee will collect charges at the time of exit only. No charges will be collected at the time of entry of vehicles in parking.
- 2.1.17 (a) Computerized /printed coupons should be issued by the licensee of the parking contract, which shall clearly depict the name of the parking lot, date & time of issue of coupon, the name of the contractor, Vehicle No., Serial No. on the coupon with counter foils and amount charged for coupon/ monthly pass. The suitable arrangement shall be made by the contractor at his own cost.
- 2.1.17 (b) Licensee will write the time of entry and exit of the vehicle on the parking ticket and on the counterfoil. A separate register shall also be maintained to record date & entry/exit time of vehicles entering into the parking lot. The counterfoils will be maintained by the licensee for three months. In the same way record of monthly passes issued to the commuters will be maintained by the licensee for three months in the register form and it will be produced as and when required by any authorized representative of JMRC. The licensee shall get the parking slips and monthly passes printed at his own cost. The color code for slips should be pink for four wheelers, yellow for two wheelers and white for zero value. Approval for contents of the slips should be taken from the Operations Department of JMRC.
- 2.1.18 The parking site will not be used or permitted to be used by the licensee for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the decision of the JMRC Ltd. in this regard shall be final and binding.
- 2.1.19 The bidder/licensee will not encroach up common areas/ circulating areas or any other space, and restrict his operation to within the area licensed. The Licensee shall ensure that no inconvenience/ nuisance are caused to the Metro Commuters. Vehicles should be parked in orderly manner and passages for vehicle movement should be made available within the parking lot.
- 2.1.20 That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of licensed parking thereof without prior approval of the licensor.

- 2.1.21 That the licensee shall abide by all rules and regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the station parking site and the general welfare and comfort of JMRC employees and other connected persons.
- 2.1.22 That the overall control of the licensed parking site and supervision of the parking area shall remain vested with the licensor, whose officers or authorized representative shall have access to at all hours to the said premises or any part thereof.
- 2.1.23 That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of or over, in or upon the demised premises and the property of the licensor. That the dealing of the licensee/ his employees with the commuters/ visitors shall be polite and courteous and he shall not indulge in any activity, which may cause harm to the reputation and interest of JMRC Ltd. or its employees. Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking and supervisor is to be given instruction to depute workmen to guide the approaching vehicle accordingly.
- 2.1.24 Licensee shall clearly mark the individual vehicles space in the parking area & should clearly put up signages & markings indicating direction towards exit & entry. Vehicles should be parked in orderly manner and passages for vehicles movement should be made available within the parking lot.
- 2.1.25 The use of the parking site by the licensee will be subject to the following restrictions:
- a. That licensee is bound to comply with any systemic improvements as directed by JMRC.
 - b. The licensee should make/arrange payment through bank account to the Parking supervisors and attendants.
 - c. The licensee must strictly comply the provisions of The EPF Act 1952, The ESI Act and the Minimum Wages Act 1948 as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions.
 - d. In case of death of his employee, the licensee must deposit Rs. One lakh to JMRC which enabling JMRC to release Rs. One lakhs to the dependants of the deceased as immediate relief.
 - e. The licensee must provide timely treatment to sick/injured employee and also provide treatment and compensation as per the ESI Act.
 - f. The licensee must use their private security to restrain theft of vehicles from parking lots.
- 2.2 **Cleanliness and Maintenance of the site.**
- 2.2.1 That the licensee shall keep and maintain the licensed parking area and the site around the licensed parking area in a clean, proper and decent condition, and shall not keep the premises in a bad state of affairs during the currency of the period of license and shall not in any manner damage the wall floor or other structures of the station or structures in the licensed parking area, nor cause any kind of obstruction to the user of the Metro Station in any manner whatsoever. If the parking licensee fails to clean the site then JMRC may arrange cleaning of the site at risk and cost of the parking licensee. Twice of the expenditure incurred by JMRC on such cleaning shall be levied from the licensee.
- 2.2.2 Responsibility of arrangements for maintaining the parking site in a good state of functioning shall rest with the licensee.
- 2.2.3 The licensee shall ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment. Any physical damage or injury to the commuter/passenger/visitor or vehicle due to the lapses on the part of the licensee or his employees will be the sole responsibility of the licensee only and JMRC will stand absolved of any such obligations or liability towards the injured/damage.
- 2.2.4 The repairing and servicing of vehicles in the parking area will not be permitted.

- 2.2.5 The parking site will not be used for dumping used goods, rubbish etc. or for storage of goods etc.
- 2.2.6 That the licensee shall maintain the parking site in a clean and hygienic condition and shall conform to the rules, regulations or bye laws made in this regards by the municipal/ civic/traffic/ JMRC authorities concerned.
- 2.3 Security Arrangement in the Parking Premises:-**
- 2.3.1 Security arrangements for the work shall be in accordance with general requirements and the Licensee shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. Following arrangement are being made by the JMRC to facilitate proper security at the parking site. Licensee needs to be keeping it in health condition and maintain it properly.
- 2.3.2 a) This may kindly be noted that entire responsibility of safety & security of parking lots lies with the parking bidder/licensee. All measures like frisking of vehicles, checking of vehicles underneath with inverted mirror & it's boot to be done by the licensee for each & every vehicles entering into the parking lot.
- b) If any vehicle is lying unauthorized in the parking for more than 48 hours, the parking bidder/licensee will appraise Local Police/Metro Police and Station Controller in writing. He will also monitor that particular vehicle during night hours also, where night parking is not available or not in practice.
- c) Proper record will be maintained by the licensee in which details of all vehicles like time/date of entry/exit will be recorded.
- d) If licensed parking areas are required to be closed to ensure the security of the parking areas, during Bandhs, Riots, Strikes and National festivals like Holi, Independence Day, Republic Day, etc, the parking areas will be closed as per the requirement. Claim to reduce the license fee on this account will not be entertained.
- e) In case if the parking slip is lost by commuter/passenger, it is prime responsibility of parking agency/licensee to ensure bonafides of claimant and give delivery of vehicle to owner after taking following documents from the Commuter/Passenger:-
- (i) Photocopy of Registration Certificate of vehicle.
 - (ii) Photocopy of driving license & residential address proof with mobile / landline phone no.
 - (iii) An amount of **Rs. 50/-** shall have to be paid by the Commuter/Passenger in addition to parking agency.
- 2.3.3 The licensee will strictly check thoroughly all vehicles entering the parking site with the help of under vehicle search mirror and boot of all vehicles will be checked visually. There is a planning to provide CCTV Camera also at the parking area. The licensee will strictly abide by and comply with all security instructions as may be issued from time to time by JMRC/ Authorized representative/Security/ Operation/ Civil Wing etc.
- 2.3.4 That the licensor shall not be responsible for the safety and security of the licensee or any other material or articles belonging to the licensee and also shall not be liable for any charge or injury to the property of the licensee lying at any time in, on, upon or around the said licensed parking area from any cause whatsoever.
- 2.3.5 The agency will indemnify JMRC in case of vehicle theft in parking lot. He will facilitate vehicle owner in lodging FIR. In case of any consequent damage to the vehicle in course of parking, the agency will compensate to the owner of vehicle in making good the loss due to damage.
- 2.3.6 Licensee will be solely responsible for the safety and security of all the vehicles parked in parking. He will be liable to pay compensation in case of theft of vehicles or parts/accessories or damages to vehicles if any arises, to the commuters/users of the parking lot. Also, when the vehicle is insured the licensee shall facilitate the claimant in preferring claim before insurance company. In any case, JMRC will not be responsible for any damage/theft of vehicles from

the parking area. In case Licensee fails to make good the losses due to damages of vehicle etc. to the commuters then JMRC will do the same and will recover such amount from the licensee.

- 2.3.7 The licensee shall be responsible for all the damages or loss of the property due to reasons for which he or his employees are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation if any to be paid shall be final and binding upon the licensee.
- 2.3.8 The Licensee shall not tap electricity from any structure/ circuit or fixture of JMRC or from any other source.
- 2.3.9 The Licensee shall not permit the use of the parking site by hawkers, betel or cigarettes sellers, cold drinks and tea venders and all such other like activities.

2.4 Invoicing, Payment, Non Performance and Penalties

- a) That the Licensee shall pay all dues invoiced including Penalties, Interests, TCS (Tax collected at source) etc. on monthly basis. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. JMRC reserves the right to terminate the license agreement by forfeiting the performance guarantee on account of non-payment of dues after serving a notice for non-payment.
- b) **Penalties:** The penalties will be imposed on violation of terms and conditions of agreement. The details of penalty per violation shall be as per the list given below:

S. No.	Description of Irregularities	Penalty
1	Un-clean premises and improper housekeeping	Rs. 100.00 Per instance
	Vehicles not parked in orderly manner	
	Fire fighting appliances not available in the parking	
	Area for vehicle movement not being made available	
2	Use of unapproved parking slips	Rs. 200.00 Per Irregularity
	Misbehavior by parking staff	
	Permitting Night Parking where same is not allowed	
	Refusal to issue monthly passes	
	Obstruction of free movement to service rooms/ station utilities.	
3	Misusing power supply for purpose of Cooking, Heater, Press, Motor etc	Rs 200.00 Per Instance
4	Over charging from the Passengers	Rs. 100/- per Irregularity
5	Encroachment, Failure to comply The Minimum Wages Act 1948, The EPF Act 1952, The ESI Act	Rs. 1000/- per Irregularity
	Recurring irregularities given at Sl. No. 1 & 2	
6	Parking of commercial vehicles (Vehicles used for transporting of material purposes)-	Rs. 100 per vehicle per instance
7	Use of parking space for other than parking purposes	10% of License Fee
8	Criminal activity/consumption of liquor etc in parking area	

- a) Total penalty imposed shall not exceed 10% of the total contract value and it shall be assessed on quarterly basis i.e 30% of monthly license fee per quarter. The penalty of 10% of license fee & 25% of license fee at any occasion shall only be imposed by DGM or above level officer as when irregularities noticed by them during their site visit. The penalty levied by other officers should be preceded with proper show cause notice to the licensee/parking agency clearly mentioning the cause of action/nature/instance of default. A time of one week should be given to the licensee to reply. After that only action of levying penalty should be taken.

- d) The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. In case of repeated violations and no improvement in the situation at ground, JMRC reserves the right to terminate the License and forfeit the interest free Performance Guarantee in its favour. In case of any act or acts by the licensee which may be deemed criminal to be decided solely by the authorized representative of JMRC, the licensor will have the right to recommend the case to ED/Operation for cancellation / Termination based on the factual and solid grounds. In case of termination, interest free Performance Guarantee will be forfeited in favour of JMRC.
- e) Fine on irregularities not mentioned in the above list can also be imposed as deemed fit by DGM (OP) or his representative.
- f) All overdue penalty amounts shall be recovered from the Performance Guarantee amount of licensee (Agency). The Licensee (parking agency) shall be responsible to make good the Performance Guarantee amount within 30 days of the notice given to him. In case of failure to abide by the above condition, JMRC reserves the right to terminate the contract agreement.
- g) **The parking licensee would be penalized for each and every theft case. In case of car/ four wheeler theft, a penalty of Rs 10,000/- per vehicle. For two wheelers, this value shall be Rs 5000/- and in case of cycle, it shall be Rs 500/- .In case of 2nd theft onwards, the above mentioned penalty amount shall be doubled respectively.**
- h) Repeatedly ignoring/overlooking written instructions without any acknowledgement or not showing any cause and showing no interest to improve may also lead to cancellation of contract and debarring of licensee for 1 year for further participation in the bidding process.
- i) Since, "Operations Department" is executing the parking job at site, any penalty imposed will be intimated to the parking licensee/ Agency/ authorized representative of Agency by the Operations Department. The penalty shall be preceded with proper show cause notice. The penalty once levied may be reviewed by the authority next higher to the authority who has levied penalty on written submission by the licensee within 15 days of levy of penalty. The penalty shall be effective from the date on which it is notified by GM (Operations) office.
- j) The representative will ensure that vehicles are parked in the demarcated area for parking. No additional area to be encroached for parking. The encroachment in additional area will attract penalty. The penalty will be at double the monthly rental proportionate to the encroached area. The repetition of encroachment in additional area will lead to termination of contract.
- k) The licensee shall also abide by all the rules and regulations under the metro act and rules and in addition to the penalties leviable under this contract shall also be liable to pay all penalties as may be applicable under the metro rail act/ordinance.

2.5 Addition/Removal/Alteration/Modification in the Parking area

- i. Area offered by JMRC is "SUPER AREA", no reduction in areas on any account (such as pillars, trees, poles, pits, drainage etc), will be considered at any cost.
- ii. However, if JMRC reduces/increases the area for any other use for JMRC that will be honoured by the successful bidder and his license fee will be reduced/increases accordingly on pro rata basis.
- iii. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per requirement of JMRC Ltd. The license fee will be proportionate to the area allowed/ handed over for parking in case of decrease/ increase of area.

- iv. If there is any dispute related to the area of parking space, representation to this effect can be made only within 15 days from the date of handing over of the site by JMRC. After expiry of this period no request related to area will be accepted by JMRC.
- v. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he, be deemed to have exclusive possession thereof, except the permission to use the said site for the currency of this contract. Further, JMRC reserves the right to curtail the area of parking at any point of time during the currency of contract agreement for any developmental or what so ever reasons may be. No claim or compensation will be entertained on this account.
- vi. The bidder/licensee shall not have any objection to any construction or activities related to it in or around the site that is considered essential by JMRC Ltd.
- vii. No addition, alteration or change shall be done by the licensee in/upon the licensed site.
- viii. There is the provision of variation in the annual contract value and parking scope on short notice and Licensee shall be ready to take up additional parking lots of nearby stations or any other stations on its assessed rates or last accepted rates whichever is lower (If any)

2.6 Possession and Access to Site

- a) Though JMRC will make all out efforts to handover the parking site as soon as possible, but in case there is delay in handing over the parking lot on whatsoever reasons from JMRC side, the licensee will not make any claim, compensation, damage on this account.
- b) In case the licensee does not take possession of site, then the performance guarantee and the advance license fees will be forfeited in favour of the licensor (JMRC Ltd) and no claim, compensation, or even correspondence will be entertained on this account.
- c) GM/Op or any of their nominated officer/staff will have free access to the parking sites for the purpose of inspection. The inspection can be carried out exparte if the licensee or his authorized representative fails to turn up on request. They will also have powers to impose a penalty as per clause 2.4(b) (SCC) or seek compensation for infraction/violations of any of the terms and conditions of the contract, whose decision shall be final and binding in this regard.
- d) The bidder/ successful licensee may note that the parking area/ space is primarily means for metro passengers. So only metro card holders/ ticket holders will be allowed to park their vehicles. However, in case of parking area/ space going free/ unoccupied, metro administration may from time to time allow the bidder/ successful licensee/ contractor to park other vehicles. JMRC will, from time to time impose regulatory or control measures to ensure availability of parking space to bonafide Metro users, and the parking licensee will implement such procedures, rules and regulations. No claim or compensation on this account will be entertained or considered by JMRC. In case it is established that licensee is not providing space to the bonafide Metro users, the Licensee may be imposed a penalty by the JMRC as per clause 2.4(b) (SCC).
- e) The Licensee will vacate the site peacefully after the expiry of license or on its cancellation.
- f) That the Licensee shall have no objection to the JMRC Ltd. for granting any other license for similar facility at the premises of same Metro station where the licensee is rendering such services.
- g) That the licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the moral or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the licensor in this regard shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
- h) That the licensee shall not display or exhibit any advertisements or place or put up hoarding on any part of the interior or exterior of aforesaid premises.
- i) That the licensee shall allow the Jt. General Manager (Civil) JMRC or their authorized representatives (Licensor) to enter upon the premises/site in order to inspect and execute any structural repairs, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purpose connected herewith and for compliance of terms and conditions of any works relating to repairs/additions/alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.

- j) That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The licensee shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of licensee at the site during the period of his license.
- k) That the licensee shall not keep any animal or convenience in or outside the premises earmarked for the parking.

3. Miscellaneous

- (a) The Bidder shall ensure full compliance with the statutory laws of India as applicable with regard to this contract and shall be solely responsible for the same.
- (b) That the licensee shall also comply with all the instructions and terms and conditions given in the Bid Application Form BAF.
- (c) That all or any of the powers vested in the license in respect of grant determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the JMRC Ltd. And the licensee shall have no objection whatsoever in this respect.
- (d) That any notice/ correspondence under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities for day to day management will be carried out from the office of the Dy. General Manager (Operation), JMRC Ltd. or by his duly authorized representative.
- (e) Inspection shall be conducted every month on a specified date. In addition to this the surprise inspection shall also be conducted without any prior intimation.
- (f) The list of old cars lying at site shall be made at the time of handing over of parking lot. Efforts shall be made for its removal as far as possible. However licensee shall not have any claim on this account.
- (g) Please note that names and spellings of stations may change and no compensation or claim will be entertained on this account.

I have read and understood the above conditions and the same are accepted by me/us.

Date:

Signature of the applicant/ Licensee



Bill of Quantities

Name of Work:- Parking Rights of all Metro Stations (Mansarovar to Chandpole Metro Stations) of Jaipur Metro Rail Corporation Ltd. and other designated place.

NIB No:- JMRC/O&S/Parking/2018-19/NIB/01

S. No	Name of Station	Total Area Available (Sqmt)		Parking for Vehicles Planned				Total Estimate for 1 Year (In Rs.)*	Rate Quoted (%) (Above/Below) of (i)			License fee for one year (In Rs) {k=[(100 ±j)/100]}	Monthly License Fee (In Rs) (l=k/12)		
		North Side	South Side	Cycle	Scooter	Car	Bus		Above/ Below/ at par	In Figures	In Words		In Figures	In Word	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)			(k)	(l)		
1	Mansarovar Metro Station	3000	-	Yes	Yes	Yes	Yes	Rs. 29,96,129/-							
2	New Aatish Market Metro Station	---	1500	Yes	Yes	Yes	Yes								
3	Vivek Vihar Metro Station	---	1085	Yes	Yes	Yes	Yes								
4	Shyam Nagar Metro Station	---	130	Yes	Yes	Yes	No								
5	Ram Nagar Metro Station	---	1000	Yes	Yes	Yes	Yes								
6	Civil Lines Metro Station	---	1035	Yes	Yes	Yes	Yes								
7	Metro Railway Station	1622	---	Yes	Yes	Yes	No								
8	Sindhi Camp Metro Station	300	---	Yes	Yes	No	No								
9	Chandpole Metro Station	1058	---	Yes	Yes	Yes	No								
10	B/w Pier no. P-155 to P-159 near metro railway station	1175		Yes	Yes	Yes	Yes								
	B/w Pier no. P-166 to P-169 Infront of Ganga Retreat & Tower Ltd.	312		Yes	Yes	Yes	Yes								
11	GRAND TOTAL	12217													

Note: The bidder shall quote above or below or at par in column (i). If the bidder does not quote anything than it shall be treated as above for all purposes.

* GST excluded in License Fee and shall be paid extra by licensee.

General Manager (Operations)
Jaipur Metro Rail Corporation Jaipur.

Signature of Agency
(Authorized Signatory)