Bid No: JMRC/O&S/RS/2019-20/NIB/11(R1)



# JAIPUR METRO RAIL CORPORATION LIMITED

# **BID DOCUMENT FOR**

PROVIDING CANTEEN SERVICES IN MANSAROVAR DEPOT

# Jaipur Metro Rail Corporation Limited Directorate of Operations & Systems

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

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





JMRC/O&S/RS/2019-20/NIB/11(R1)

## NOTICE INVITING BIDS

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

#### **KEY DETAILS:**

a)	Name of Work	Bid for Providing Canteen Services at
	The Committee of C	Mansarovar Depot, JMRC Jaipur
b)	UBN No.	
c)	Type of Canteen	Non-subsidized canteen, Staff Strength – Approx.500 Type of Services – Tea, Coffee, Snacks and Meals.
d)	Estimated Quantum of Business	Rs. 14,70,100/- (For 01 year)
e)	Bid Security Amount	<b>Rs. 30000 /-</b> (refer clause 1.5 of bid document)
f)	Cost of Bid Form	Rs. 118/- (Rs. 100/- + 18% GST) non- refundable
g)	Bid Document Availability Period	From 17.00 Hrs of 27.10.2020 to 11.00 hrs of 24.11.2020
h)	Date and Time of Pre Bid Conference	11. 00 Hrs on 02.11.2020
i)	Venue of Pre Bid Conference	D10,Conference Room, Metro Train Depot, Mansarovar, Jaipur – 302 020
j)	Last date for receiving queries/ clarifications	Up to 1700 hrson 02.11.2020
k)	uploading of reply to queries/clarifications	Upto 1700 hrson 03.11.2020
1)	Submission start date	0900 hrs on 04.11.2020
m)	Last Date for submission of Bid	14:00 hrs on 24.11.2020
n)	Time & Date of Opening of Technical Bid	15:00hrs on 24.11.2020
0)	Venue of Submission and Opening of Bid	Room No. D-01,0/o General Manager/Rolling Stock, JMRC Depot Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur
p)	Validity of Bid	90 days from the last date of submission of bid.
q)	Stipulated Date of Commencement of Work	On the date mentioned in the "order to commence"
r)	Duration of the contract	2 year from the stipulated date of commencement and extendable up to 12 months on satisfactory performance and approval of competent authority.
s)	Performance Security Deposit	Rs. 70,000/-(refer clause 4 of bid document)
t)	Technical Requirement	(i) The Bidder must have minimum 1 year experience of successfully running Office canteens / Restaurants/ Hostel

	canteens/ Institutional catering services/stalls.
(ii)	Copy of registration under Food Safety and Standard Act 2006 Govt. of Rajasthan (Regulation 2.1.1(5)).
(iii)	Copy of PAN card(self-attested);
(iv)	GST registration if applicable.
(v)	Labor license if applicable.
(vi)	The bidder should not be black listed by any Central Govt. Deptt./State Govt. Deptt./PSU. (Undertaking)
	(iii) (iv) (v)

Executive Director (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. 405,Admin Building, Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur
Email: gmrs@jaipurmetrorail.in

### **Contact Details**

Manager (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. D-05, Depot Building, Metro Train Depot,
BhriguPath, Mansarovar, Jaipur
Email: mgrrs3@jaipurmetrorail.in
Ph. 7728895421

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### 1GENERAL TERMS AND CONDITIONS

#### **OBJECTIVE OF BID**

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

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

- 1.2 The agreement shall be valid initially for a period of 2 year from the stipulated date of commencement and extendable up to 12 months on satisfactory performance and approval of competent authority. The contract can be terminated at any stage on one month's notice by JAIPUR METRO RAIL CORPORATION (JMRC) without assigning any reason.
- 1.3 JAIPUR METRO RAIL CORPORATION (JMRC) shall have the right to review the working of the contract from time to time and if at any time it is found that the Contractor has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, JAIPUR METRO RAIL CORPORATION (JMRC) may terminate this contract after giving one month notice, but no such notice will be necessary if the contract is terminated on the grounds of serious misconduct or any act which requires immediate vacation of our premises.
- 1.4 The offer shall be valid for a period of 90 days from the last date of submission of bid.
- 1.5 EMD (Refundable) of Rs.30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft/Bankers Cheque drawn in favour of JAIPUR METRO RAIL CORPORATION LTD. payable at Jaipur should be enclosed with the tender. Bids received without EMD will be summarily rejected. No interest is payable on EMD. The EMD of all the unsuccessful tenderers shall be returned. EMD shall be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of the offer.



# 2 DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH TECHNICAL BID FOR EVALUATION PROCESS

- 2.1 The bidder will submit the Technical and Financial bids in two separately sealed envelopes. The Envelop marked as "Technical Bids for Canteen Services at Mansarovar Depot, JMRC, Jaipur" containing the following documents/Schedules/ Annexure etc.:
- (i) Original instruments of bid Security and Cost of bid form;
- (ii) Seal and signed Bid document and amendments (if any),
- (iii) Documents related to Technical Requirement mentioned in NIB.
- (iv) Signed with seal of the contractor regarding acceptance of fixed rate of materials as per ANNEXURE – II.
- (v) General Information: -
- (a) Name of the Firm/Company;
- (b) Whether proprietary/partnership/joint stock company (attachdocuments) and year of incorporation;
- (c) Complete postal address with Fax & Phone nos. of Corporate Office, Branch Office;
- (d) Name of the person/official authorized to deal with JAIPUR METRO RAIL CORPORATION (JMRC) (copy of authorization certificate duly attested by applicant to be enclosed).
  - 2.2 The second envelop will be sealed and marked as "Financial Bids for Canteen Services at Mansarovar Depot, JMRC, Jaipur", which will contain ONLY and ONLY 'Price Bid' dulyfilled in and signed by the tenderer. NO OTHER DOCUMENT would be placed in thisenvelope.
  - 2.3 Both these separately sealed envelopes will be placed in a third one (big one) envelop, whichmay be called the container envelop, and it will also be sealed, marked as "Tenders forCanteen Services at Mansarovar Depot, JMRC, Jaipur" and addressed to the General Manager (RS), JAIPUR METRO RAIL CORPORATION (JMRC) Ltd. Jaipur.
  - 2.4 The big one envelope (container envelop) containing both the envelopes of technical bids and financial bid will be opened on the date & at the time and place mentioned in the notice inviting bid. Willing bidders may also be present at the time of opening this container envelop as well as at the time of opening technical bids.



### 3 Financial Evaluation

- 3.1 The financial bids of only those bidders will be opened who are found technically eligible in evaluation of technical bids.
- 3.2 The contractor who shall pay highest rent/License fee to JMRC shall be considered as successfulbidder.

# 4 Security Deposit-cum-Performance Guarantee

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

(a) The amount of earnest money deposited by the bidder with its technical bidwould be adjusted against this security deposit amount.

(b) In case Security Deposit is deposited in the form of Bank-Guarantee for theentire amount, the Earnest Money amount would be returned to the bidderwithout interest.

(c) Earnest Money amount of unsuccessful bidders shall be returned withoutinterest.

Whenever the contract is rescinded, the EMD shall be forfeited and the Performance Guarantee shall be encashed.





## 5 SPECIAL CONDITIONS OF CONTRACT

- 5.1 The final quoted price list will be valid for the period of contract. It can bereviewed during the period of contract with prior approval of JAIPUR METRO RAIL CORPORATION (JMRC) except drinks and other standard packaged items supplied in canteen. Prices of thesearticles will be revised whenever manufacturers revise them. The contractor willsupply only such items specifically approved by the JMRC. However, more itemscan be included in the menu with prior approval of the JMRC.
- 5.2 The contractor will be responsible for providing food items mentioned atschedule-A of Annexure-II. Food items mentioned in Schedule-B, Schedule-C, Schedule-D are optional and on the demand and will of the tenderer.
- 5.3 Contractor has to sell all mandatory food items as mentioned in Schedule-A of Annexure-II at the price indicated. There are 04 Schedules i.e. Schedule (A), Schedule (B), Schedule (C), Schedule (D), given in Annexure -II. However contractor is free to sell the food items at the price lower than mentioned in Annexure-II in order to promote business without compromise with the quality. Contractor is also allowed to introduce promotional schemes/discounts on price indicated in Annexure-II for their business promotion.
- 5.4 In any circumstances, contractor cannot charge more than the price indicated in Annexure-II.
- 5.5 Tobacco products, wine, beer or any other alcoholic drinks or any other itemprohibited by Law shall not be sold in the canteen.
- 5.6 In case of any food poisoning/contamination, the contractor will be held fullyresponsible and he will bear all the expenses caused due to foodpoisoning/contamination.
- 5.7 The contractor will employ adequate number of staff in order to maintain efficiency of standards as desired by JAIPUR METRO RAIL CORPORATION (JMRC). The contractor will be directly responsible forthe administration of his employees as regards general discipline and courteous behaviour.
- 5.8 The contractor will submit medical certificate of all his workers from approvedRegistered Medical Practitioner recognized by Indian Medical Council to be freefrom communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform. The Contractor will also ensure that uniform is neat and clean
- 5.9 The Contractor shall at his own cost, effect, as required as per the Act, necessaryinsurance in respect of the staff and other personnel or persons to be employed orengaged by the Contractor in connection with the rendering of the aforesaidservices to JAIPUR METRO RAIL CORPORATION



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

- 5.10 The Contractor will be required to maintain in good conditions all equipmentprovided by the JAIPUR METRO RAIL CORPORATION (JMRC) (list enclosed Annexure 'III'). It will be the responsibility of the contractor for cleanliness of all equipment, furniture, fixtures, fittings etc.in the kitchen and canteen hall. The JAIPUR METRO RAIL CORPORATION (JMRC) will neither provide any manpowernor any cleaning material / dusters etc. for the same.
- 5.11 High standards of hygiene and cleanliness shall be observed in the running of theCanteen and connected services by the Contractor and workers engaged byContractor including those responsible for collection of used utensils and periodicdisposal of waste and refuse.
- 5.12 Canteen will remain closed on Sundays and other holidays unless specifically toldby officer in charge of JAIPUR METRO RAIL CORPORATION (JMRC). In case the Canteen is to be opened on holidays andkept open beyond office hours, JAIPUR METRO RAIL CORPORATION (JMRC) has the option to direct the Contractor to doso and permission to do so would be specific.
- 5.13 JAIPUR METRO RAIL CORPORATION (JMRC) administration shall neither be responsible nor is to be approached for anyhelp in realizing dues for any credit sales made to officers and staff in theirpersonal capacity, which will be wholly to the risk of the Contractor.
- 5.14 The Contractor shall not sublet or assign the license or use the space provided forrunning the canteen for purposes other than running a canteen and shall not allowanybody to reside in the licensed premises and shall not use the same or part of itfor stocking or keeping articles other than those needed for use in the canteen andshall be responsible for all damages or losses to JAIPUR METRO RAIL CORPORATION (JMRC) property by the Contractorhimself or his staff and shall be liable to make good any such loss or damageexcepting those due to reasonable use or wear and tear or such as caused by andan act of God.



- 5.15 The Contractor will ensure that hazardous of inflammable or any intoxicatingmaterial is not stored in the canteen premises.
- 5.16 For termination of this agreement three months' notice will be required oncontractor's side in writing. The Contractor shall vacate the licensed premisespeaceful after the expiry of the licensed period and/or earlier if desired by JAIPUR METRO RAIL CORPORATION (JMRC) and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided from time to time and the decision of General Manager (RS), JAIPUR METRO RAIL CORPORATION (JMRC) shall be final and binding upon the Contractor. The Contractorshall be free to remove without any damage to the JAIPUR METRO RAIL CORPORATION (JMRC) property like crockery, cutlery, utensils, and other articles that might have been brought by the Contractor.
- 5.17 JAIPUR METRO RAIL CORPORATION (JMRC) will not be in any way responsible for any loss or damages accruing to anygoods, stores or articles that may be kept by the Contractor in the canteenpremises including kitchen and other rooms.
- 5.18 Officer in charge can inspect and oversee functioning of Canteen with a view toensure hygiene, quality of food served and sufficient service in the Canteen. Incase there are repeated failures or lacuna noticed due to failure of Contractor, afine, penalties up to Rs.1000/- per default can be imposed after giving the contractor anotice in writing and extending an opportunity to explain its position.
  - (i) Sale of unauthorized/ Non listed items
  - (ii) Usage of substandard/ Poor quality Raw Material/ Ingredients
  - (iii) Noncompliance of Business Timings
  - (iv) Usage of Canteen premises for other than canteen purpose.
  - (v) Charging of rates more than the indicated in Annexure-II.
  - (vi) Any other non compliance found or complaint by JMRC Staff.
- 5.19 The Contractor shall keep in a conspicuous place in the Canteen the approvedfixed rate list of items and a complaint book to record complaints, and this bookshall be open to inspection by persons duly authorized by JAIPUR METRO RAIL CORPORATION (JMRC). The contractorshall inform JAIPUR METRO RAIL CORPORATION (JMRC) administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may begiven to him from time to time.
- 5.20 Tenderers may inspect the premises on any working day before submitting theoffers.
- 5.21 The water and electricity charges will be borne by JAIPUR METRO RAIL CORPORATION (JMRC). However, JMRC shall not permit installation of any



- power-consuming equipment in the canteen other than the ones provided/authorized by JMRC.
- 5.22 The contractor shall be responsible for its Corporate and personal taxes of itsemployees and shall indemnify and keep indemnified the Company for any liabilityin this connection.
- 5.23 The contractor shall be responsible for safety of the catering area and would beliable for damages on account of negligent handling of equipment, waterconnection, electrical fittings, gadgets etc.
- 5.24 In the event of any information furnished by the contractor, being found later on tobe incorrect or any material information having been suppressed the contractawarded on the basis of the same, the award letter may be withdrawn and thecontract awarded can be cancelled.
- 5.25 In the event of any dispute or difference whatsoever arising under this contract orin connection therewith including any dispute relating to existing meaning andinterpretation of this contract, the same shall be referred to the sole arbitrator asappointed by JAIPUR METRO RAIL CORPORATION (JMRC). The arbitration shall be conducted in accordance with theprovisions of the Arbitration and Conciliation Act, 1996.
- 5.26 The Contractor shall comply with all labour legislations applicable to its employeesincluding, but not limited to, payment of minimum wages, ESI, PF etc. as may be payable or become payable under any applicable laws. The Society shall not, inanyway be responsible in this regard either in part or in full. The Contractor shall also pay to its employees nothing less than the minimum wages as may be notified bythe appropriate Government from time to time.
- 5.27 Ignorance of law would not be an excuse for non-compliance.
- 5.28 JMRC will not be responsible for any accident with any personnel of theContractor while on work. The Contractor itself would be responsible for such accidentand also for any kind of compensation to any worker/employee for such accident. The contractor is advised to have his personnel insured under suitable InsuranceSchemes on his cost.
- 5.29 It is clarified that Contractor's personnel engaged for the Services under this tenderwill be employees of the Contractor, and there will be no relation between the Contractor'spersonnel and the Society. This point has to be clarified by the Contractor to itspersonnel.
- 5.30 Any type of statutory taxes applicable on services under this tender process and contract period (either in force at present or may be applicable in future by acompetent order/notification) will be borne by the Contractor and the Society wouldmake no extra payment on this account.
- 5.31 In the event of dispute or difference arising between the parties, the same shall bediscussed between the representative of the Contractor and the JMRC. If the disputeis not settled amicably, it shall be exclusively

referred to arbitration under the Arbitration and Conciliation Act, 1996 (including any subsequent related amendments thereto). The Managing Director of the JMRC shall nominate the arbitrator and arbitration proceedings shall be at JAIPUR. The decision of the arbitrator shall be final and binding upon the parties.

- 5.32 The courts at Jaipur shall have the exclusive jurisdiction over all matters arisingout of this tender process or out of Agreement in pursuant to it or out of anyarbitration hereunder.
- 5.33 The canteen shall remain open daily except Sunday and GH. However the contractor may be allowed for opening of the canteen with the permission of JMRC Officials.
- 5.34 The business hours of canteen should be 8:00 hrs to 6:00 hrs and contractor may open canteen beyond that time with the permission from JMRC officials.
- 5.35 Contractor may also supply prepared food at the metro stations withtheir own delivery staff.

Not with standing any dispute between the parties, the contractor shall not be entitled towithhold, delay or defer its obligation, under the contract, and the same shall becarried out strictly in accordance with the terms and conditions of contract.



#### 6 Annexure-I

## Performa for Experience Certificate

### To Whomsoever it may concern

Ιt	is	certified	that	M/s			is	runn	ing	office
cai	ntee	n/Hostel	cant	een/I	nstitutional	catering	serv	rices	in	this
de	part	ment/orga	nizatio	on froi	m	.to				

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

Or

## Self-declaration for private Restaurant

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

(Name and Signature with stamp)



## 7 Annexure-II

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

## Schedule (A)- Items to be kept Mandatorily

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

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

Sr. Item Name No.		Description	All Inclusive base price (Rs.)	
7	PyajKachori	One piece (100 gms each) with a schet of sauce	15/-	
8	MirchiVada	One piece (80 gms each) with a schet of sauce	15/-	
9	Bread Pakora	One piece (85 gms each) with a sachet of sauce	15/-	
10	Seasonal Vegetable (per plate)	150 gms	20/-	
11	Rice (per plate)	150 gms	20/-	
12	Tava Roti	01 per	05/-	
13	Lassi	200 ml	25/-	
14	NamkinChhachh	200 ml	20/-	
15	Sankh Maida	100 gms	15/-	
16	MeethaPeda Maida	100 gms	15/-	
17	NamkinSev	100 gms	15/-	
18	NamkinBhujiya	100 gms	15/-	
19	Simple Parantha	1 piece	20/-	



20	Dal fry(per plate)	1 plate	50/-
21	Tava Roti butter	1 piece	10/-
22	Dahi (sour milk)	200 gms	30/-
23	Tea Bag	100 ml (milk not less than 33%)	12/-
24	Tea Lemon	150 ml	12/-
25	Special Hot Coffee	100 ml (milk not less than 75%)	20/-
26	Sambhar Idli/vada with chutney	Two vada/idli of 100 gms, 150 gms sambhar	30/-
27	Masala Dosa	One piece with 150 gms sambhar	40/-
28	Dal Vada	Two pieces (total weight :- 70 gms) with a sachet of sauce/chutney	15/-
29	GulabJamun in Desi Ghee	1 piece	15/-
30	Laddu (Desi Ghee)	100 gms	20/-
31	Veg sandwich	2 piece	30/-
32	Cheese butter sandwich	2 piece	40/-
33	Paneer Parantha	1 piece	40/-
34	Chhola (Chickpeas) Bhatura	02 piece Per plate	60/-
35	PavBhaji	Per plate	50/-
36	PooriBhaji	Per plate (08 Poori)	50/-
37	Special Thali	(Paneer, veg vegetable, Dal, Salad, Raita, Rice, Papad, four piece Tava butter Roti, 01Mithai Piece)	130/-

## Schedule (C)-Optional as per vendor feasibility

Sr.No.	Item Name	Quantity	All-inclusive Base price
1.	Lunch Vegetarian (buffet)	Dal, Seasonal Vegetable, Paneer Dish, Roti, Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet, Ice- cream	180/- per plate
2.	Western Lunch (buffet)	Chowmin, Soup, Fried Rice, Veg. Manchurian, Boiled Vegetable, Sandwich, Cutlet, Sweet, Ice-cream, Russian Salad	150/- per plate



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# Schedule (D)-Optional as per vendor feasibility

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

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

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

Name & Signature of the Tenderer



## 8 Annexure - III

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

## 8.1 EQUIPMENT, FURNITURE AND UTENSILS

- (i) In lieu of the license fee at Clause 3.2, JMRC shall provide equipment, furniture and utensils to the contract as a part of this contract.
- (ii) JMRC shall reserve the right to decide on the list of such equipment, furniture and utensils. However, the indicative list of kitchen equipment, furniture and Cutlery is as follows:

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

S.NO.	DESCRIPTION	Size	UNIT	QTY.
1.	TWO BURNER RANGE	48"x24"x30"	Nos.	2
2.	WORK TABLE WITH UNDERSHELF	18"x24"x34"+6"	Nos.	2
3.	CHAPTI PLATE PUFFER	48"x24"x34"	Nos.	1
4.	CHAPTI ROLLING TABLE	36"x24"x34"+6"	Nos.	1
5.	UNDER COUNTER REFRIGERATOR	60"x24"x34"	Nos.	1
6.	EXHAUST HOOD-S.S	78"x36"x24"	Nos.	3
7.	TRIPLE DEEP FAT FRYER	36"x30"x34"+6"	Nos.	1
8.	TEA BOILER	40 LTR.	Nos.	1
9.	MILK BOILER	20 LTR.	Nos.	1
10.	UNDER COUNTER REFRIGERATOR .	72"x27"x34"	Nos.	1
11.	FOUR DOOR REFRIGERATOR	48"x30"x80"	Nos.	1
12.	DOUGH MIXER	25 KG.	Nos.	1
13.	POTATO PEELER	10 KG.	Nos.	1
14.	PULVERIOSER	STD.	Nos.	1
15.	WEIGHT GRANDER	5 KG.	Nos.	1
16.	WORK TABLE WITH UNDERSHELF	18"x24"x34"+6"	Nos.	2
17.	CLEAN DISH RACK	36"x18"x72'	Nos.	1
18.	STORAGE RACK	36"x18"x72'	Nos.	1
19.	SOILED DISH LANDING TABLE WITH GARBAGE CHUTE	60"X24"X34"+6"	Nos.	1
20.	THREE SINK	72"X24"X34"+6"	Nos.	1
21.	HOT BAIN MARIE	60"X24"X34"	Nos.	2
22.	PUCKUP COUNTER	48"x24"x34"	Nos.	2





Providing Ca	nteen	Service	es at
Mansarovar I			

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23.	COLD BAIN MARIE	60"X24"X34"	Nos.	1
24.	WATER COLLER	150 LTR.	Nos.	1
25.	BUSSING TROLLY	24"X36"X36"	Nos.	2
26.	GAS PIPE LINE WITH ACCESSORIES	STD.	Feet	100
27.	Halwa Plate(s.s.)	STD.	Nos.	50
28.	Glass (s.s.)	STD.	Nos.	150
29.	Bhojan Thali with in built partitions (s.s.)	STD.	Nos.	150
30.	Plate (s.s.)	STD.	Nos.	50
31.	Thali (s.s.)	STD.	Nos.	50
32.	Katori (s.s.)	STD.	Nos.	100
33.	Jug (s.s.)	STD.	Nos.	20
34.	Spoon (s.s.)	STD.	Nos.	150
35.	Fork (s.s.)	STD.	Nos.	150
36.	Cup Plate(Bharat Bakery)	STD.	Set	102

8.1.ii.2 PART-B (Cafeteria Furniture)

S.N o.	DISCRIPTION	UNI	QTY
1	Rectangular Cafeteria Table (900mm WX750mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.	Nos.	14
2	Rectangular Cafeteria Table (1800mm WX800mm Dx750mm H) having SS base with 25mm Particle Board Table Top having 2 mm edge bending on sides.	Nos.	7
3	Café chair	Nos.	100

- (iii) Any damage to the canteen equipment and/or appliances that are supplied by JMRC to have been caused due to negligence or willful action on part of the bidder shall be recovered from the bidder to the extent of the depreciated cost of the item. In this regards JMRC decision will be final.
- (iv) The cases of normal wear & tear and repair of furniture/utensil/water cooler/ fans/ water taps/ Electrical Appliances may be done at JMRC cost. Such wear & tear should immediately be brought to the notice of JMRC in writing. In this regard, decision of Engineer In charge will be final.
- (v) That the canteen bidder shall be liable to abide by rules/laws as may be applicable to canteen establishment.
- (vi) Bidder would have to make his own arrangements for gas/ coal etc. for burners or tandoors.
- (vii) There will be no price variation in the prices once accepted by JMRC for the entire duration of the contract.
- (viii) JMRC shall bear the electricity and water consumption charges of canteen.

# 9 Bill of Quantities

## JAIPUR METRO RAIL CORPORATION (JMRC

#### PRICE BID

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

#### Note:

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

Place:

Date:

Name & Signature of the Tenderer with full address

JMRC/O&S/RS/2019-20/NIB/11(R1)

# 10ANNEXURE - IV

Date:	
DECLARATION FOR ACCEPTANCE OF TERMS & COM	NDITIONS OF THE BID
We, at	having our office agreeto all the Terms &
issued byJAIPUR METRO RAIL CONTEEN SERVICES AT MANSAROVAR DEPOT, JMRC, JA	, dated ORPORATION (JMRC)for, AIPUR.

Date Place

Signature Name Seal of Authorized Signatory



## 11ANNEXURE -V

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

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

Any person participating in a procurement process shall-

- Not offer any bribe, reward or gift or any material benefit either directly or indirectly inexchange for an unfair advantage in procurement process or to otherwise influence theprocurement process;
- Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financialor other benefit or avoid an obligation;
- Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair thetransparency, fairness and progress of the procurement process;
- Not misuse any information shared between the procuring Entity and the Bidders with anintent to gain unfair advantage in the procurement process;
- Not indulge in any coercion including impairing or harming or threatening to do thesame, directly or indirectly, to any part or to its property to influence the procurementprocess;
- f) Not obstruct any investigation of audit of a procurement process;
- g) Disclose conflict of interest; if any; and
- b) Disclose any previous transgressions with and Entity in India or any other country duringthe 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 ofInterest is considered to be a situation in which a party has interests that could improperlyinfluence 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 abidding 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;
  - 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, thatputs the min a position to have access to information about or influence on theBid of another Bidder, or influence the decisions of the Procuring Entityregarding the bidding process; or
  - e) the Bidder participates in more than one Bid in a bidding process. Participationby a Bidder in more than one Bid will result in the disqualification of all Bids inwhich the Bidder is involved. However, this





does not limit the inclusion of thesame subcontractor, not otherwise participating as a Bidder, in more than oneBid; 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 Entry as engineer-in-charge/consultant for the contract.





# 12 Annexure B: Declaration by the Bidder regarding Qualifications

### **Declaration by the Bidder**

In	relation	to	my/our	bid	submitted	to	 			for
the	irNotice	invit	ing Bids	No.			 	Da	ted	
							Rajasthan			
Pub	licProcure	emei	nt Act, 20	12, th	nat:					

- I/we possess I the necessary professional, technical, financial and managerial resourcesand competence required by the Bidding Document issued by the Procuring Entity;
- I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union andthe State Government or any local authority as specified in the Bidding Document;
- I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ouraffairs administered by a court or a judicial officer, not have my/our business activitiessuspended 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 criminaloffence related to my/our professional conduct or the making of false statements ormisrepresentations as to my/our qualifications to enter into a procurement contract withina period of one year preceding the commencement of this procurement process, or nothave been otherwise disqualified pursuant to debarment proceedings.
- 5) I/we do not have a conflict of interest as specified in the Act, Rules and BiddingDocument, which materially affects fair competition;
- 6) I/we do not have been blacklisted in any contract by the employer/purchaser. If found guilty or such information found incorrect by JMRC then I/we shall agree to debarment proceedings from the tender.

Date: Place:

Signature of bidder Name Designation: Address:

1



# 13 Annexure C: Grievance Redressal during Procurement Process

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

## Filling as appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, asspecified 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 orgrounds 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 theopening of the Financial Bids, an appeal related to the matter of Financial Bids may befiled only by a Bidder whose Technical Bid s found to be acceptable.

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

(2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entityis aggrieved by the order passed by the First Appellate Authority, the Bidder orprospective bidder or the Procuring Entity, as the case may be, may file a second to Second Appellate Authority specified in the Bidding Document in this behalf withinfifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

## (3) Appeal not to be in certain cases

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

a) determination of need of procurement;

b) provisions limiting participation of Bidders in the Bid process;

c) the decision of whether or not to enter into negotiations;

d) cancellation of a procurement process;

e) applicability of the provisions of confidentiality.

## (4) Form of Appeal

(a) An appeal under para (I) or (3) above shall be in the annexed Form along with asmany copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(5) Fee for filling appeal

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

(6) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit anddocuments, 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 thematter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records orcopies 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 .10 Procurement Portal.





Providing Canteen Services at Mansarovar Depot, JMRC Jaipur JMRC/O&S/RS/2019-20/NIB/11(R1)

# 14 Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

## [See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
Appeal No of Before the (First / Second Appellate Authority)
1. Particulars of appellant:  (i) Name of the appellant  (ii) Official address, if any:  (iii) Residential address:
<ul><li>2. Name and address of the respondent(s)</li><li>(i)</li><li>(ii)</li><li>(iii)</li></ul>
3. Number and date of the order appealed against the name and designation of theofficer/authority who passed the order (enclose copy), or a statement of a decision, actionor omission of the Procuring Entity in contravention to the provisions of the Act bywhich 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:
PlaceAppellant's Signature