

Bid No: JMRC/O&S/RS/2017-18/NIB/001(R1)

Price Rs.590



**JAIPUR METRO RAIL CORPORATION LIMITED**

**BID DOCUMENT**  
**PROVIDING CANTEEN SERVICES IN MANSAROVAR DEPOT**

**Jaipur Metro Rail Corporation Limited**  
**Directorate of Operations & Systems**

Registered Office-Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005  
Website: <http://transport.rajasthan.gov.in/jmrc>

PROCURRING ENTITY-GENERAL MANAGER (ROLLING STOCK)  
JAIPUR METRO RAIL CORPORATION LTD,

2<sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train depot,  
Bhriku path, Mansarovar, Jaipur – 302020

Tel: +91-141-5153709, +91-77288-95409

Email: [gmsr@jaipurmetrorail.in](mailto:gmsr@jaipurmetrorail.in)

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Signature of Bidder (to be signed with official seal on each page)

*for  
Canteen*



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**NOTICE INVITING BIDS**

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed open bids (Single stage One Envelope method) under acts and rules of RTPPR for Canteen Services in JMRC Administration Building at Mansarovar Depot, Jaipur

**KEY DETAILS:**

a)	Name of Work	Bid for providing Canteen Services in Mansarovar Depot, JMRC Jaipur
b)	Type of Canteen	Non-subsidized canteen, Staff Strength – Approx.500
c)	Estimated Quantum of Business	Type of Services – Tea, Coffee, Snacks and Meals.
d)	Bid Security Amount	Rs.12,81000/-
e)	Cost of Bid Form	Rs. 25620 /-(also refer clause 1.4)
f)	Bid Document Availability Period	Rs. 590/- (Rs. 500/- + 18% GST) non-refundable (refer clause 1.2.1)
g)	Date and Time of Pre Bid Conference	From 11.00 Hrs of 24.08.2017 to 11.00 hrs of 08.09.2017
h)	Venue of Pre Bid Conference	11. 00 Hrs on 28.08.2017
i)	Last date for receiving queries/ clarifications	D10,Conference Room, Metro Train Depot, Mansarovar, Jaipur – 302 020
j)	uploading of reply to queries/ clarifications	Up to 1700 hrs on 28.08.2017
k)	Submission start date	Upto 1700 hrs on 30.08.2017
l)	Last Date for submission of Bid	0900 hrs on 31.08.2017
m)	Time & Date of Opening of Technical cum financial Bid	16.00 hrs on 08.09.2017
n)	Venue of Submission and Opening of Bid	16.30 hrs on 08.09.2017
o)	Validity of Bid	O/o General Manager/Rolling Stock, JMRC Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Bhriugu Path , Mansarovar, Jaipur
p)	Stipulated Date of Commencement of Work	90 days from the last date of submission of bid.
q)	Duration of the contract	On the date mentioned in the “order to commence”
r)	Performance Security Deposit	1 year from the stipulated date of commencement
s)	Technical Requirement	5% of Contract Amount (as per clause 1.5)
t)	The complete bid document can be downloaded from the Corporation's website	The Bidder must have minimum 3 years experience of successfully running office canteens / restaurants/Hostel canteens, institutional catering services.

GENERAL MANGER (ROLLING STOCK)  
JAIPUR METRO RAIL CORPORATION LTD,  
Room No. 208, 2nd Floor, Admin Building, Metro Train Depot,  
Bhriugu Path , Mansarovar, Jaipur  
Tel: +91-141-5153709, Email: [gms@jaipurmetrorail.in](mailto:gms@jaipurmetrorail.in)

*Handwritten signature/initials*



**1 INSTRUCTION TO BIDDERS****1.1 DEFINITION**

- 1.1.1 The term Corporation wherever appearing here-in-after would mean Jaipur Metro Rail Corporation Ltd. and shall include the person authorized to grant license for the Canteen of Metro Train Depot, Mansarovar, Jaipur.

**1.2 PREPARATION OF BID:**

- 1.2.1 Blank bid Forms can be obtained on payment of **Rs. 590/-** from Office of the General Manager (Rolling Stock), JMRC, Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Bhargu Path, Mansarovar, Jaipur, in the Form of Cash or DD/Bankers cheque in favor of Jaipur Metro Rail Corporation, Jaipur, payable at Jaipur. Before submission of the bid, the bidders are requested to make them-selves fully conversant with the technical specification, nature of work the site condition and general conditions of Canteen work so that no ambiguity arises at later date in this respect. They may visit the actual working conditions and the nature of work.
- 1.2.2 Quotations can be submitted to the office of the undersigned in Sealed Cover before 1500 Hrs on the date prescribed in the Key Detail of the Notice Inviting Bid.
- 1.2.3 The submission must be made in one Large 'sealed cover packet', clearly marked as "BID FOR PROVIDING CANTEEN SERVICES" Bid No and time and date opening having technical cum financial Bid.
- 1.2.4 Following documents shall be accompanied with technical cum financial Bid:
- (i) Filled financial Bid (BOQ)
  - (ii) Sealed and signed copy of Bid document.
  - (iii) Original instruments of bid Security and Cost of bid form;
  - (iv) Copy of PAN card (self-attested);
  - (v) Copy of registration under Food Safety and Standard Act 2006 Govt. of Rajasthan (Regulation 2.1.1(5)).
  - (vi) GST registration if applicable.
  - (vii) Experience / work certificate of similar works executed including works in hand if any.
  - (viii) labor license if applicable.
- 1.2.5 The bid which is not accompanied with any of the above mentioned documents or is accompanied with incomplete documents are liable for rejection.
- 1.2.6 Only such firms need bid who are them-selves capable of carrying out the work and can produce satisfactory evidence that they have necessary experience and the required Man-power and T&P etc. for handling such jobs.
- 1.2.7 The Corporation reserves the right to award/cancel the bid as per RTTP Act 2012 and RTTP Rule 2013.
- 1.2.8 If the bidder deliberately gives wrong information in his bid, the Corporation reserves the right to debar/eliminate as per RTTP Act 2012 and RTTP Rule 2013.
- 1.2.9 Bid documents are not transferable.



- 1.2.10 Not more than one bid for a work may be submitted by One Bidder or one firm of Bidder.
- 1.2.11 The Corporation shall not be liable for expenses incurred by bidder in the preparation of the bid whether his bid is accepted or not.
- 1.2.12 Bid should be filled in by hand or typed. All pages of bid documents, addition, alteration, over-writing in the bid must be clearly attested by the signatory to the bid.
- 1.2.13 Emailed bids shall be deemed as invalid and shall be summarily rejected.
- 1.2.14 The submissions received after the stipulated time and date shall not be entertained.
- 1.2.15 Bids, which contain misleading/ ambiguous/ incomplete details in 'Technical Bid' may be considered as non-compliant and rejected.

### 1.3 TECHNICAL REQUIREMENTS

- 1.3.1 The Bidder must have minimum 3 years experience of successfully running Office canteens / Restaurants/ Hostel canteens/ Institutional catering services.
- 1.3.2 The bidder has to submit the following documents in technical bid along with signed and sealed on each page of bid document:
  - (i) Original instruments of bid Security and Cost of bid form;
  - (ii) Copy of PAN card(self-attested);
  - (iii) Copy of registration under Food Safety and Standard Act 2006 Govt. of Rajasthan (Regulation 2.1.1(5) ).
  - (iv) GST registration if applicable.
  - (v) Experience / work certificate of similar works executed including works in hand if any.
  - (vi) labor license if applicable.

### 1.4 BID SECURITY

- 1.4.1 Bid security shall be 2% (as per RTPPR-42) of the estimated value of subject matter of procurement of bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).
- 1.4.2 Before submitting the bid, the bidder shall deposit an amount of bid security as per Rule 42 of RTPPR, 2013 forming JMRC .
- 1.4.3 In case of un-successful bid, the bid security will be refund after receipts of performance security and signing of agreement.
- 1.4.4 In case of successful bidder, the amount of 'bid security deposited may be adjusted against performance security of successful bidder.
- 1.4.5 No interest shall be payable on bid security deposits by JMRC.
- 1.4.6 The Corporation reserves the right to forfeit bid security as per RTPPR Act.

Signature of Bidder (to be signed with official seal on each page)



**1.5 PERFORMANCE SECURITY DEPOSIT**

- 1.5.1 An amount of 5% of contract amount will be required to be deposited by the successful bidder with the company, as per RTPPR-75(3). Failure of successful bidder to submit the required performance security shall subject to annulment of award of contract and forfeiture of Bid security
- 1.5.2 Performance Security Deposit shall be furnished in any one of the following forms: -
- a) Bank Draft or Banker's Cheque of a scheduled bank;
  - b) Bank guarantee/s of a scheduled bank; security deposit should be furnished in the specified format shall remain valid for a period of sixty days beyond the date of work completion.
  - c) Fixed Deposit Receipt (FDR) of a scheduled Bank. It shall be in the name of Jaipur Metro Rail Corporation on account of bidder and discharged by the bidder in advance. Before accepting the Fixed Deposit Receipt the bidder shall furnish and undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to Jaipur Metro Rail Corporation without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. (Refer RTPPR-2013, Rule 75).
- 1.5.3 **Forfeiture of Performance Security Deposit:** JMRC shall reserve the right to forfeit the amount, including interest, in case of non-performance by the bidder in the form of LD, penalties, damages and/or liabilities (If any) as the case may be, in the following cases:-
- a) When any terms and condition of the contract is breached.
  - b) When the bidder fails to provide services satisfactorily.
  - c) If the bidder breaches any provision of code of integrity, prescribed for bidder, specified in the bid document.
- 1.5.4 No interest shall be payable on the performance security deposit by JMRC.

**1.6 AVAILABILITY OF BID DOCUMENT**

- 1.6.1 The complete bid document can be downloaded from the Corporation's website <http://transport.rajasthan.gov.in/jmrc> and <http://sppp.rajasthan.gov.in> and/or can be purchased from the office of JMRC. Cost of bid must essentially be deposited.
- 1.6.1.1 If the document is purchased from the office, the bid cost must be deposited at the time of purchase.
- 1.6.1.2 If the bid is downloaded, the bid cost must be deposited with the bid latest by the last date of submission.

**1.7 RECEIPT AND OPENING OF BIDS**

- 1.7.1 Bid in sealed cover may also be sent by registered Post to the address below:-  
O/o General Manager (Rolling Stock), JMRC, Room No. 208, 2nd Floor, Admin Building,  
Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur  
The bids received later than last date and time of submission shall not be accepted. JMRC will be not responsible for any postal delay.
- 1.7.2 JMRC or their authorized representative will open the Bid Package in the presence of bidders or their representatives who choose to attend at the appointed place and time. The Bid of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

Signature of Bidder (to be signed with official seal on each page)



- 1.7.3 The Bidder is advised that, he may, if he so desires, be present at the opening of the Technical cum financial Bid Package. After opening of package, the submissions of bidders shall be evaluated.

#### 1.8 VALIDITY OF BID:

- 1.8.1 The fact of the submission of bid shall be deemed constitute an agreement between the bidder and whereby such bid shall remain open for acceptance by Corporation for a period of 90 days from the date and time on which bids are opened. During that period the bid shall not with-draw his offer or among impairs or derogate and the bid security deposited in accordance with bid shall not be with-drawn within the said period 90days. Every bid shall be deemed to have agreed as aforesaid in consideration of the bid being considering by the Corporation in terms thereof provided same has been duly submitted and found to be in order. If the bidders is notified in writing at the given in the bid within the said period of 90 days that his bid has been accepted, he shall be found the terms of agreement Bids mentioning a shorter validity period than specified are likely to be ignored.

#### 1.9 CANVASSING

- 1.9.1 No bidder shall canvass any Corporation official with respect to his other bid. Contravention of these conditions may result in rejection of the bid.

#### 1.10 CLARIFICATIONS:

- 1.10.1 The bidder/contractor shall be deemed to have carefully examined and made him fully conversant with the general conditions specifications, schedules, scope of work and site conditions etc. before submitting the bid. If he shall have any double as to the meaning of any petition of general and special conditions of contract, specifications or about any point regarding site conditions, he shall seek necessary clarification before submitting his offer bid.

#### 1.11 BID EVALUATION

##### 1.11.1 Evaluation & Tabulation of Bids

##### 1.11.1.1 Preliminary Examination of Bids

- 1.11.1.1.1 The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:-

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by Bid Fee and Bid security;
- e. bid is unconditional and the bidder has agreed to give the required bid security; and
- f. Other conditions, as specified in the bidding document are fulfilled.

##### 1.11.1.2 Determination of Responsiveness

- 1.11.1.2.1 The bid evaluation committee shall examine the bid as directed and constituted by procuring entity.

- 1.11.1.2.2 The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or

Signature of Bidder (to be signed with official seal on each page)

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depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### 1.11.1.3 Non-material Non-conformities in Bids

1.11.1.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

1.11.1.3.2 The bid evaluation committee may request the bidder to submit the necessary information or document/ certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

1.11.1.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder.

#### 1.11.1.4 Technical Evaluation Criteria:

1.11.1.4.1 Bids shall be evaluated based on the documents submitted as per clause 1.3.2. Bidders are expected to quote for all the items. In case, a bidder does not quote for either of the item, the bid shall be summarily rejected and financial bid shall not be evaluated. Similarly, in case the proposal of a bidder is non-responsive for any item, the bidder shall be technically disqualified.

#### 1.11.1.5 Financial Evaluation:

##### 1.11.1.5.1 Formula for calculation of lowest bidder:

1.11.1.5.2 For the purpose of assessment of bids, estimated quantum of consumption of each item per day as given in Column A of the table below. The quoted unit rate (column B below) shall be multiplied by the estimated consumption (A) to arrive at the quantum of business per day as estimated by bidder.

per day as estimated by bidder.					
S.No	Items	Base Rates* (Rs.) (Standard as per LAR)	Estimated Consumption/day (Only for purpose of assessment of Lowest Bidder) (A)	Unit Rate for each item (Rs.) (B) (inclusive GST)	Quantum of Business per day as estimated (Rs.) (A) x (B)
1.	Meal	40	40	To be filled by bidder in BOQ in financial bid clause 6	To be filled by bidder in BOQ in financial bid clause 6
2.	Breakfast	18	40		
3.	Snacks	8	100		
4.	Tea	4	200		
5.	Coffee	7	40		
	(C) = TOTAL ESTIMATED QUANTUM OF BUSINESS PER DAY (ONLY FOR COMPARISON OF BIDS)				To be filled by bidder in BOQ in financial bid clause 6

1.11.1.6 The quantum of business per day will be calculated for one year as per formula below to arrive at the lowest bidder:

$$D = \text{TOTAL ESTIMATED QUANTUM OF BUSINESS IN ONE YEAR (Rs.)} = (C \times 305)$$

Signature of Bidder (to be signed with official seal on each page)



1.11.2 All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the least expensive offer as per the formula above (, i.e., the offer which will have the minimum 'D' as referred in formula above). The Bidder whose Bid is responsive, complete and in accordance with the Bid Document and has been determined to be the least expensive offer to JMRC as per the formula above will be adjudged as the lowest bid (L1) and will be adjudged the successful bidder.

1.11.3 However, the Corporation is not bound to accept the lowest bid or any bid as assign any reason for the rejection of the bid. The Corporation also reserves the right to either to call for fresh bids or accept either the whole or a part of bid to place order for any increased or decreased work on the basis of prices quoted.

#### 1.11.4 NEGOTIATIONS

1.11.4.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself

1.11.4.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-

- a) When ring prices have been quoted by the bidders for the subject matter of procurement; or
- b) When the rates quoted vary considerably and considered much higher than the prevailing market rates.

1.11.4.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

1.11.4.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations

1.11.4.5 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

1.11.4.6 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and soon in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.



1.11.4.7 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

#### 1.12 CONTRACT DOCUMENTS AND AGREEMENT:

- 1.12.1 The fact of a bid to the Corporation shall be deemed to constitute an agreement between the bid and the Corporation whereby each bid shall remain open for acceptance by the Corporation. The bidder shall agree neither to withdraw his offer nor to impair or derogate.
- 1.12.2 For the due fulfillment of the contract, the bidder shall execute an agreement in the prescribed Form to be obtained from the order placing authority on non-judicial stamp paper of value as per the Stamp duty rule applicable in Government of Rajasthan. Such agreement shall be executed and signed by the competent authority of the Bidder on each page thereof. The original copy is only to be executed on the Stamp paper. Such complete agreement from along-with the contract documents shall be required to be returned to order placing authority, within a period of 15 days from the receipt of the order. One copy of the executed agreement duly signed by order placing authority shall be sent to Bidder for his reference.
- 1.12.3 The charges in respect of execution of the contract shall be borne by the Bidder. The bidder shall furnish with an executed counter-part of the agreement.

#### 1.13 LETTER OF AWARD

- 1.13.1 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder by Tele-fax or email, to be confirmed in writing by registered letter, that his bid has been accepted. The "Letter of award" will be sent in duplicate to the successful bidder, who will return one copy to JMRC duly acknowledged and signed by the authorised signatory, within 7 days of receipt of the same by him.
- 1.13.2 The Letter of Acceptance will constitute a part of the contract, till signing of formal contract
- 1.13.3 In case successful bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of bid after issuance of LOA then the LOA shall be cancelled and the Performance Security shall be forfeited.

#### 1.14 COMMENCEMENT OF WORK:

- 1.14.1 JMRC's procuring entity shall issue an 'order to commence' and the Work shall commence only after, and within 7 days of, issuance of this 'order to commence'.

#### 1.15 CORRESPONDENCE

- 1.15.1 All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions contract documents, scope of work etc. should be addressed to the concerned officer below:

GENERAL MANAGER (ROLLING STOCK)  
JAIPUR METRO RAIL CORPORATION LTD,  
Room No. 208, 2nd Floor, Admin Building,  
Metro Train Depot, Bhargu Path, Mansarovar, Jaipur-302020  
Tel: +91-141-5153709, +91-77288-95409,  
Email: [gmsr@jaipurmetrorail.in](mailto:gmsr@jaipurmetrorail.in)

Signature of Bidder (to be signed with official seal on each page)



### 1.16 CHANGE OF NAME OF BIDDER/BIDDER

- 1.16.1 Any change alternation of name/constitution/organization of bidder shall be duly notified to the order placing authority and the order placing authority reserved the right to determine the contract in case of notification.

### 1.17 SUBLETTING:

- 1.17.1 That neither canteen bidder nor any of the right conferred by it shall be transferred or assigned to any other person nor shall be canteen premises or any part thereof be sublet.

### 1.18 ARBITRATION

- 1.18.1 If at any time any question/difference whatsoever arises between the Corporation and the bidder, in relation to the contract, either party may forthwith give to the other. One month's Notice in writing of the existence of such question(s) disputes of difference and the same shall referred to the Executive Director (Rolling Stock)JMRC Jaipur or any person appointed for the purpose (hereinafter referred to as Arbitrator) such as reference to the Arbitrator/arbitration shall deemed to be a submission to the Arbitrator within the meaning of India Arbitration Act., 1940 and statutory modification.
- 1.18.2 The proceedings of the case of arbitration appointed by the Executive Director (Rolling Stock), JMRC shall be held at Jaipur.
- 1.18.3 Award of the Arbitrator shall be final and binding on both the parties upon every and any such reference. The cost incidental to such reference and award shall be on the discretion of the Arbitrator who shall determine the amount thereof and direct the same to be borne and paid.
- 1.18.4 Performance under the contract shall if possible continue during the Arbitration proceeding payments due to the Bidder by the Corporation shall not be with held unless they are the subject matter of the Arbitration proceedings.

### 1.19 FORCE MAJEURE

- 1.19.1 If at any time during the currency of the contract the performance in whole or in part is prevented or delayed or the bidder is not able to arrange execution of the work by reasons of any war, hostility, acts of public enemy, Civil commotion, sabotage, fire floods, explosion, equipments, quarantine, restrictions, strike lockouts or acts of God (hereinafter referred to as events) then provided notice and adequate proof of execution/performance of work having suffered on account of these events is given within 24 hours from the hour occurrence and further in case of Strike/labor disputes prolongs beyond a period of 48 hrs. The bidder shall immediately inform to the JMRC and reserves the right to get the work done from any other agency at the cost and risk of the Bidder.

### 1.20 RATES:

- 1.20.1 The rates should be quoted by the bidder in the format of financial bid enclosed herewith in BOQ in financial bid clause 6.

### 1.21 LIABILITY OF THE CONTACTOR

- 1.21.1 The bidder shall arrange suitable supervisor skilled, semi-skilled and un-skilled labour required for the work maintenance under scope of work. The work may be checked by the Officer In-charge of JMRC or any other authority of govt. or local bodies at the site any time.

*[Handwritten signature]*



1.21.2 The Bidder shall ensure timely payment for the minimum wages to his labour as per statutory provision and shall fully comply with the rules laid under payment of Wages Act and Labour laws which are presently applicable or shall be enforced from time to time. The Bidder shall keep an up-to-date account of employment of labour and payment of their wages which will be produced for inspection by the Officer In-charge of JMRC and other authorities to be so desired by them.

1.21.3 Bidders will be responsible to make deductions towards the contribution of CPF/ESI from such contract labour engaged by him who may be covered under Provident Fund Act/ESI Act.

1.21.4 JMRC shall have no liability whatsoever if he fails to comply with statutory requirements. All the statutory requirements shall be ensured & full-fill by bidder.

#### **1.22 LIABILITY FOR DAMAGES:**

1.22.1 If due to Bidder's negligence and/or non observance of safety and other precautions, any accident/injury occurred to any other person/public, the bidder shall have to pay necessary compensation and other expenses if so decided by the statutory authorities under food standards act/ labour laws/and/or rules made therein force from time to time.

1.22.2 If due to bidder carelessness, negligence of non observation of safety precautions damage to JMRC property and personnel's occurs, the same will be recovered from the running bill of the Bidder and/or from his security deposit.

#### **1.23 CONTRACT PERIOD:**

1.23.1 The total period of the contract will be normally for a period of one year from the commencement of the work. The Corporation reserves the right to extend the period of this contract as per RTPPR on the same terms and conditions, subject to satisfactory performance of the Bidder.

#### **1.24 ACTION FOR NEGLIGENCE AND DEFAULTS OF THE BIDDER:**

1.24.1 If the bidder fails to discharge the duties as per the terms & conditions laid in the contract of causes delay in carrying out a piece of work. The order placing authority or the concerned Officer In-charge at his discretion will be entitled to effect, the deductions from the bidders running bills.

1.24.2 If it is found that the lapse on the part of the bidder are repeated and there is no improvement in the working in-spite of informing the bidder by Officer In-charge verbally and or in writing from time to time and also making deductions under aforesaid clause the order placing authority in addition to exercising its option under clauses of the contract, at cost and risk of the bidder and reserves the right to recover such cost from the running bills of the bidder and or security deposit or to recover such cost from the running bills of the bidder and or security deposit of otherwise.

#### **1.25 REGARDING PERSONNEL OF BIDDER:**

1.25.1 POLICE VERIFICATION: The bidder shall submit within 30 days of the 'order to commence', Police Verification of character antecedents of each staff to be deployed. No person having a history of criminal misconduct shall be permitted to be employed in normal course, except with permission of JMRC.

If there is a change in staff:

1.25.1.1 Manpower changes will be made under intimation to JMRC.

Signature of Bidder (to be signed with official seal on each page)



- 1.25.1.2 Uniforms and Identity Cards issued to the personnel must be taken back.
- 1.25.1.3 New staff will be permitted to work only after police verification within 30 days.
- 1.25.2 The Bidder shall be fully responsible for the conduct of his employees. Any act of misbehavior/man handling/theft on part of the Bidder's employees may be treated as a breach of contract.
- 1.25.3 The Officer In-charge shall be at liberty to object the supervisor employed by the bidder in the execution of the work who commit misconduct or be incompetent or negligent and the bidder shall remove the person so objected to be Officer In-charge on receipt of a notice in writing requiring him to do so and shall provide in his place a Competent supervisor/ person at the Bidder's expenses.
- 1.25.4 Bidder his representative/supervisor shall abide by all general regulation in-place on the site and to any special conditions affecting the local administration issued by the Officer In-charge.

#### **1.26 MEDICAL SUPERVISION AND CARE:**

- 1.26.1 JMRC shall have right to disallow any worker suffering from any communicable infection/ disease to work in the canteen. In case the medical check-up is not arranged in the first week on half yearly basis a penalty of Rs. 15/- per head per day will be imposed on the canteen bidder.
- 1.26.2 That the canteen bidder shall also make arrangements for periodical medical check-up and insurance of the workers employed by him for the Canteen work.
- 1.26.3 The Bidder shall be fully responsible for providing safety equipment first aid and medical treatment to his employees. Necessary arrangement for this purpose shall be made by the bidder.

#### **1.27 UNIFORM**

- 1.27.1 The canteen bidder shall provide Uniforms to his employees and shall ensure that they wear these during the duty time and maintain these clean. The bidder shall get the concurrence of JMRC on the design and colour of the uniform. Cost of uniform will be borne by the bidder & nothing extra shall be payable by the JMRC to the Bidder on this account.

#### **1.28 IDENTITY CARDS:**

- 1.28.1 After award of contract the bidder shall intimate the names and required particulars of persons to the concerning Officer In-charge
- 1.28.2 Bidder shall issue Identity Cards to all its personnel which shall be jointly signed by the Canteen In-charge and JMRC's Officer In-charge.
- 1.28.3 No person will be allowed to enter in the depot premises without valid identity card. If the identity card is lost, the cost of renewal will be borne by the bidder. The bidder workers will not be allowed to go outside the plant during working Hrs. /shift, once they have entered the depot premises.
- 1.28.4 In case of completion/termination of the contract or any individual workers leaving the job, his/her identity card will be immediately surrendered by the bidder to the Officer In-charge failing which it will be considered as a breach of contract.

Signature of Bidder (to be signed with official seal on each page)

*[Handwritten Signature]*  
*[Handwritten: Con JMRC]*



**2 SPECIAL CONDITIONS OF CONTRACT****2.1 LICENSE FEE:**

- 2.1.1 Through this contract, the bidder will be given a license to carry on business of canteen for a period of one year or as decided by the JMRC administration on license fee of
- 2.1.1.1 **Rs. 500/- + 18% GST = Rs. 590/- per month for Canteen Space and**
- 2.1.1.2 **Rs. 50/- + 18% GST = Rs. 59/- per month for use of equipment and furniture as indicated at Clause 3.7.**
- 2.1.2 The successful bidder shall have to deposit License fees for 12 months for canteen space and equipment/furniture before signing of agreement.
- 2.1.3 If contract is extended on behest of JMRC, then License fee will have to be deposited by bidder for extended period.
- 2.1.4 That the property and other items in terms of furniture, appliances and utensils etc. shall be used only for the purpose prescribed herein, failing which the JMRC will have right to terminate the license forthwith.
- 2.1.5 That JMRC shall have every right to revoke the license on giving seven days notice, if the terms prescribed hereunder are breached and/or if JMRC wants the premises for any other purpose as it thinks necessary.
- 2.1.6 That in case of breach of any of the above conditions and on the insolvency of the canteen bidder, the JMRC shall have the right to cancel the license forthwith without any prior notice and re-enter in the property. In case of breach of condition, the JMRC shall further have right to forfeit the entire security amount held in deposit.

**2.2 LEGAL COMPLIANCE**

- 2.2.1 All the existing rules and future regulations regarding hygiene, health etc. issued by competent authority shall be followed by the bidder. Also, that the canteen bidder shall abide the laws of the land including Minimum Wages Act, Payment of Wages Act, ESI Act, Provident Fund Act, Bidder Labour (Regulation & Abolition) Act, Bonus Act, Workman Compensation Act, as may be applicable to him from time to time and will maintain proper records / Registers of the same.
- 2.2.2 The canteen bidder shall obtain all relevant licenses, certificate etc. from the Municipality and Govt. Local Administration at his own cost and shall keep them revalidated from time to time.
- 2.2.3 The canteen bidder shall be liable to pay all other charges, taxes on property land tax as may be imposed on the property for the license by the Govt. or any local body authority in connection with the running of the Canteen.
- 2.2.4 The license to be granted shall be governed by the Public Premises (Eviction of unauthorized occupants, Act.) as applicable to the establishment.
- 2.2.5 The canteen bidder shall not employ any minor person / worker for the canteen work and follow relevant laws.



- 2.2.6 The canteen bidder shall obtain a license or registration as per the provisions of the Food Safety and Standard Act as applicable in Jaipur, and shall abide by all other laws, rules and circulars of the government in this respect.
- 2.2.7 That the canteen bidder will have to enter in to an agreement to abide by the rules and conditions, which the JMRC may make from time to time.
- 2.2.8 That the canteen bidder shall cater the canteen services as per timings and system announced by the JMRC from time to time.
- 2.2.9 That the canteen bidder shall not be allowed to take eatables and other material outside the premises of the establishment except with the written permission of the JMRC or its authorized representative.
- 2.2.10 The premise provided by JMRC cannot be used by the bidder other than the purpose authorized as per agreement.

### 2.3 INDEMNITY TO LEGAL PROVISIONS:

- 2.3.1 The Bidder shall protect, defend, hold JMRC harmless and indemnified against any legal, Quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of actions of the bidder. In this regard Form T-7 shall be submitted complete in all respects but errors therein shall not relieve the bidder of implications arising out of its actions.

### 2.4 JMRC'S RIGHT TO INSPECTION AND ISSUE DIRECTIONS:

- 2.4.1 JMRC and/or person authorized by it shall have the right at all times to visit and inspect the property and business carried therein.
- 2.4.2 The canteen bidder shall ensure that the quality of foodstuff served is kept up to mark. The canteen bidder shall have no objection of visiting the Canteen Committee Members in the canteen from time to time and decision taken by the JMRC shall be final and binding.
- 2.4.3 The JMRC or person shall also have the right to order destruction of any eatable and replacement thereof if it is satisfied that the item so prepared is sub-standard or adulterated.

### 2.5 PENALTY

- 2.5.1 That in the event of any complaint and /or non-fulfillment of any of the terms of agreement regarding quantity / quality of meals/snacks; or in event of non-supply or delay in supply, short supply of meals, irregular and untimely running of the mobile service, use of inferior type of ingredients, stuff, raw materials of the eatables, the JMRC may impose fine upto Rs.1000/- (Rupees One thousand only) per day for any of one of the above mentioned defaults depending upon its nature and the fine so imposed shall be realized by deducting the amount from security deposit. For the purpose of acceptance of a compliant, a written complaint from any section head will be a valid document. It will be the responsibility of the Bidder to prove it to the entire satisfaction of the JMRC that the penalties need not be imposed. The decision of the JMRC in this regard will be final and binding to the Bidder and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the JMRC.
- 2.5.2 That the canteen bidder shall keep the premises in a clean sanitary condition and shall be liable to pay the cost and compensation for any damage caused to be premises and adjacent to it (refer Clause 3.8). He shall not be entitled to make any alteration in the premises without the permission in



writing. In the event of lack of cleanliness and hygienic conditions in the canteen, a penalty of Rs.200/- (Rupees two hundred only) per incident may be imposed on the bidder till remedial action is taken.

- 2.5.3 Bidder shall ensure that peace and order is maintained in the canteen. If peace and order in the canteen is disturbed due to lapse on the part of the bidder, a penalty of Rs.200/- (Rupees two hundred only) for such lapse leading to disturbance of peace / order may be imposed by the JMRC.
- 2.5.4 If the JMRC finds that the bidder is misusing the facilities provided by JMRC for running the canteen for any other purpose not covered under the contract, the JMRC will be free to levy penalty which may extend to Rs.1000/- (Rupees one thousand only). To elaborate further, the bidder shall not sell any other good/service, and shall not use the premises to conduct any activity, other than those explicitly prescribed or permitted herein this document.
- 2.5.5 In the event of any helper/cook or any other employee having been found on duty without uniform, JMRC may impose a penalty of Rs.100/- (Rupees One hundred only) or every such occasion/eventuality. The bidder shall be personally responsible for ensuring that all the staff members wear uniform on duty.
- 2.5.6 Bidder shall ensure that none in his employment is allowed to sell meals to unauthorized outsiders within the building. In the event of any employee being found selling meals to unauthorized persons, the bidder shall remove such person on the instruction of such officer authorized by the JMRC.
- 2.5.7 Bidder would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the JMRC and also ensure good manners. Any case of violation in this regard may render bidder liable for penalty of Rs.200/- (Rupees Two hundred only) on each of such occasion. Bidder will have to remove the person concerned from the roll, if so instructed by JMRC's Officer-in-Charge in such cases.
- 2.5.8 That no objectionable item other than these prescribed shall be prepared and sold by the canteen bidder failing which sum of Rs. 100/- per day for each such activity shall be imposed.

## 2.6 TERMINATION OF CONTRACT

- 2.6.1 The canteen bidder shall have to agree with the recommendations of JMRC regarding quality and shall also accept prescribed penalties as imposed by JMRC. Compliance with such directives of JMRC regarding quality of food and other issues shall be undertaken within 3 days of such notice from JMRC, failing which the contract may be terminated without any further notice and would lead to forfeiture of security deposit and cancellation of license.

## 3 SCOPE OF WORK

### 3.1 FOOD/ SNACK DETAILS

- 3.1.1 The Bidder shall be required to operate the Canteen at the Administration Building of JMRC at Mansarovar Depot, Jaipur. He will be required to prepare and serve meals, snacks and tea/coffee etc as prescribed herein.
- 3.1.2 All meals, snacks and tea/coffee shall be permitted to be sold at only fixed prices as approved by JMRC.
- 3.1.3 However, packaged food e.g. cold, soft-drinks, fruit juice, butter-milk (lassi), biscuits and namkeen etc. may be sold at MRP rates.

Signature of Bidder (to be signed with official seal on each page)

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- 3.1.4 Indicative Meal Menus have been prescribed in following clauses. However, final meal composition will be as per the suggestions and approval of the Canteen committee/ in-charge as constituted by JMRC.

Menu may be changed in accordance to demand of the employees.

- 3.1.4.1 **Breakfast:** Breakfast Menu will be regularly rotated amongst the following combinations:

- Puri (4 nos) + Choley/ Aloo Matar sabzi (200 gm) or
- Parantha (2 nos.) + Pickle (10 gm)/ Aloo Dry (50 gm) or
- Idli/Vada (4 nos.) with Sambhar (150 gm) or
- Aloo Parantha Bharwan with Pickle/ Ketchup .or
- Bread Cutlets. or
- Sandwich.or
- Poha

At least three items every day.

- 3.1.4.2 **Meal:**

- a) All meals shall essentially comprise of all the following:

Item	Quantity	Items to be rotated
Roti/ Chapati	150 gm (04 Nos)	Tawa Roti for five days in a week, Tandoori for two days
Rice	150 gm	Boiled Rice/ Fried Rice/ Vegetarian Biryani
Dal	150 gm	Arhar, Choley, Rajmah, Mixed Dal, Urad Makhani, Moong Masoor, Chana
Seasonal Vegetables	150 gm	Shahi Paneer, Vegetable mix, Bhindi, Matar Paneer, Vegetable Kofta, Aloo Shimla Mirch,
Curd Product	150 ml	Mix Raita/ Boondi Raita/ Curd/ Yoghurt
Salad	One serving	Onions/ Chakunder/ Raddish (Mooli)/ Carrot (Gajar)/Tomato/Cucumber(as per season)
Pickle	One serving	Mixed or as per season
Papad	One small papad	Bikaneri Papad, roasted (not fried).
Sweet	40 gm	Rasgulla, Gulab Jamun, Halwa, Besan Laddu etc.

- b) Butter and Extra quantities of the items above shall be made available on extra payment basis.

- 3.1.4.3 **Snacks and Tea/Coffee**

- a) The following snacks and the snack menu shall be rotated amongst the following

- Bread Pakora (75 gms each)
- Samosa (75 gms each)
- Dal Kachori (75 gms each)
- Mirchi Bada (75 gms each)

- b) Snacks and Tea/ Coffee will be sold at agreed rates

- c) Snacks may be changed in accordance to demand of the employees but with intimation/ approval of PE/Office in charge.

- 3.1.5 Provided further that the management reserves the right to require any other eatable at any time from the canteen bidder, in addition to these mentioned items at reasonable and mutually acceptable price e.g. Patties, Maggie, Pastry, Juice/Shake, Hot milk etc.



- 3.1.6 Only vegetarian meals and snacks will be served. Egg and Meat Products will not be permitted.
- 3.1.7 Tobacco or its related products like Paan, Gutka etc. will not be permitted

### 3.2 QUALITY OF FOOD

- 3.2.1 All food items to be used should be fresh and must not be beyond their expiry period, and shall comply with standards and systems as prescribed by the government under the Food Safety and Standards Act, 2006.
- 3.2.2 The following quality of branded ingredients will be used subscribing to Agmark standards. Variations may be used only after approval of the Canteen committee/ Engineer In-charge
- Rice will be branded i.e. Lalkila/Basmati/ India Gate or equivalent
  - Flour will be branded:-Ashirwad/ Shakti Bhog/ Annupurna or equivalent
  - Cooking Oil:-Good popular brand seal packed refined vegetable oil and refined vegetable Ghee will be used in preparation of food articles e.g. Nature Fresh/Chambal//Postman etc. or equivalent. Surplus oil shall not be re-used.
  - For preparation of tea only a good/standard quality of leaf tea will be used.
  - For preparation of coffee, instant tea mix of Nestle/ Bru will be used.
  - Challan of refined vegetable Ghee, refined vegetable oil also vetted material should be enclosed in stock register and on demand of either committee or officer level or above should be produced for inspection.
- 3.2.3 That the canteen bidder shall keep a minimum of one week's stock of all raw material like Aatta, Sugar, Tea-leaf, Besan, Oil, Potatoes, Onions etc. Green vegetables, Bread & Milk shall be procured fresh every day. The canteen bidder shall also keep in ready stock condensed / Milk Powder available for inspection.
- 3.2.4 The canteen bidder shall ensure that the quality of tea mugs and other required disposables in the canteen including the kiosks are duly approved by the JMRC before they are put to use. Further, the distribution cans/ utensils will be kept clean and hygienic.

### 3.3 TIMING

- 3.3.1 The canteen shall be kept open as per the instructions issued by the JMRC. During the time when the Canteen is opened, items as per approved list shall be made available for sale in the Canteen.
- 3.3.2 Canteen and Kiosks may be opened on Sundays and holidays on bidder's discretion or as per the instructions issued by the JMRC.
- 3.3.3 The indicative timings for shifts working in JMRC are as below:

Shift	Shift Timings
Morning Shift	0600 to 1400
General Shift	0900 to 1730
Evening Shift	1400 to 2200
Night Shift	2200 to 0600

### 3.4 DISTRIBUTION

The canteen bidder shall ensure that all the time detailed eatables/ items quoted above are made available in the canteen or any other distribution point as decided by the JMRC from time to time, to serve the following main sub-areas Admin building and other areas of Jaipur Metro Stations/premises(in this connection if required more than the defined staff can deployed the canteen bidder with the approval of Engineer In-charge.

Signature of Bidder (to be signed with official seal on each page)

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- 3.4.1 The eatable items in the Canteen shall be sold against Cash/Coupons and not on credit.

### 3.5 RESTRICTED ACCESS

- 3.5.1 The bidder and its staff shall only access those areas as explicitly permitted by JMRC's office in charge. All other areas shall be restricted for access to the bidder's staff.
- 3.5.2 In no case shall the bidders be permitted inside the following areas:
- 3.5.2.1 Operations Control Centre (OCC).
- 3.5.2.2 Overhead Electrified areas (OHE zones).
- 3.5.2.3 Inside the Rolling Stock while it is in the depot area.

### 3.6 MANPOWER

- 3.6.1 The canteen bidder shall engage persons as required for running the canteen and maintenance of the canteen including the kiosks or any other distributing points.
- 3.6.2 It shall be responsibility of the canteen bidder to make arrangement of up-keep and cleanliness of the Canteen and various distribution points. All the expenses incurred in the purchase of all items/material(except dining area) used for cleaning, such as brooms, cleaning soaps / powder, detergent power etc. will be borne by the canteen bidder.

### 3.7 EQUIPMENT, FURNITURE AND UTENSILS

- 3.7.1 In lieu of the license fee at Clause 2.1, JMRC shall provide equipment, furniture and utensils to the contract as a part of this contract.
- 3.7.2 JMRC shall reserve the right to decide on the list of such equipment, furniture and utensils. However, the indicative list of kitchen equipments, furniture and Cutlery is as follows:

#### 3.7.2.1 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.	1
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.	1

Signature of Bidder (to be signed with official seal on each page)

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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
23.	COLD BAIN MARIE	60"x24"x34"	Nos.	1
24.	WATER COLLER	150 LTR.	Nos.	1
25.	BUSSING TROLLY	24"x36"x36"	Nos.	1
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

## 3.7.2.2 PART-B (Cafeteria Furniture)

S.No.	DISCRIPTION	UNIT	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.	10
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.	10
3	Café chair	Nos.	100

- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 That the canteen bidder shall be liable to abide by rules/laws as may be applicable to canteen establishment.
- 3.7.6 Bidder would have to make his own arrangements for gas/ coal etc. for burners or tandoors.
- 3.7.7 There will be no price variation in the prices once accepted by JMRC for the entire duration of the contract.

Signature of Bidder (to be signed with official seal on each page)



**3.8 CLEANING AND WASTE DISPOSAL**

- 3.8.1 The canteen premises shall be kept neat & tidy condition. Eco friendly mops and disinfection detergents / liquids shall be used promptly. The disinfection detergents /liquids should not destroy the surface of flooring.
- 3.8.2 Serving tables, dining tables and chairs etc. shall be kept clean.
- 3.8.3 Cleaning shall not cause any damage to the Buildings, Equipment, and Personnel etc.
- 3.8.4 The Oil/grease stains and slippery will tend to develop on the surface of the floors, walls of the kitchen area; so proper cleaning should be done to clean the said stains and slippery portion. No damage to the floor surface to be occurred due to excessive cleaning operations. The bidder shall dispose waste only at the earmarked space.
- 3.8.5 The bidder shall be responsible for promptly clearing all litter and waste generated due to its actions at distribution points as well.

**3.9 ELECTRICITY AND WATER CONSUMPTION CHARGES**

- 3.9.1 JMRC shall bear the electricity and water consumption charges of the canteen.
- 3.9.2 However, JMRC shall not permit installation of any power-consuming equipment in the canteen other than the ones provided/authorized by JMRC.

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**3.10 PRE-BID QUERIES FORMAT{to be filled by the Bidder}**

Name of the Company/Firm: \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID (s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

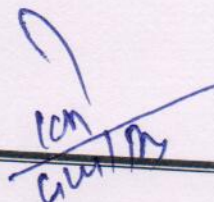
Contact Person (s)	Address for Correspondence	Email-ID (s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	BID Page No.	BID Rule No.	Rule Details	Query/Suggestion Clarification

**Note:** - Queries should be submitted in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

Signature of Bidder (to be signed with official seal on each page)





**4 GENERAL FORMATS (TO BE FILLED BY BIDDER)**

FORM 1: FORM OF BID

FORM 2: FORMAT OF BANK GUARANTEE FOR BID SECURITY

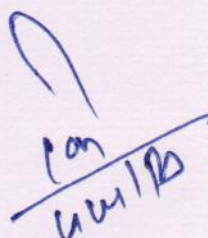
FORM 3: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

FORM 4: FORM OF AGREEMENT

FORM 5: POWER OF ATTORNEY FOR SIGNING OF BID

FORM 6: INDEMNITY BY BIDDER STAFF

FORM 7: CURRICULUM VITAE (to be filled by each employee of the bidder)

  
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**4.1 FORM 1: FORM OF BID**

Bidders are required to fill up all the blank spaces in this Form of Bid.

Name of Work: BID FOR PROVIDING CANTEEN SERVICES IN MANSAROVAR DEPOT

To

General Manager (Rolling Stock)

Jaipur Metro Rail Corporation Limited,

Admin Building, Metro Train Depot, Bhargu Path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract of JMRC as well as Special Conditions of Contract, Specifications, Scope of Work, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. \_\_\_\_\_ (in words) for \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 7days of issue of the JMRC's order to commence and to run the whole of the Works comprised in the Contract up to 12 months calculated from the date of Commencement of the work, as indicated in the Appendix.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Name..... in the capacity of .....duly authorised to sign Bids for and on behalf of.....Dated this.....day of..... 2017

Signature .....

Address .....

Witness –

Signature .....

Name .....

Address .....

Signature of Bidder (to be signed with official seal on each page)



**4.2 FORM 2: FORMAT OF BANK GUARANTEE FOR BID SECURITY**

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

Whereas \_\_\_\_\_ (name of bidder) (hereinafter called "the bidder") has submitted its bid dated \_\_\_\_\_ for providing canteen services at Mansarovar Depot hereinafter called "the bid" and whereas the bidder is required to furnish a bank guarantee for the sum of Rs. ----- as bid security against the bidder's offer as aforesaid and whereas \_\_\_\_\_ (name and address of the bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

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.

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 or in the constitution of the Employer.

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.

That this Guarantee commences from the date hereof and shall remain in force till ..... (Date up to which Guarantee is valid i.e. 90 days from the last date of bid submission).

That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder does not accept the correction of his bid price.
- c. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - i. Fails or refuses to furnish the Performance Security and/or
  - ii. Fails or refuses to enter into a Contract within the time limit specified.

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 the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Name of Official .....

Designation .....

I.D. No. ....

Stamp/Seal  
of the Bank .....

Signature of Bidder (to be signed with official seal on each page)

*[Handwritten signature]*  
for  
Guarantee



**4.3 FORM 3: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for PROVIDING CANTEEN SERVICES (hereinafter called "the contract") to M/s \_\_\_\_\_ (hereinafter called "the Bidder").

AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.-----

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.

After the Bidder 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 release the amount unconditionally without assigning any reason. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder 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 Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of 14 Months from the date of signing.

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder

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

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

The expressions "the Employer", "the Bank" and "the Bidder" 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) 2017 being herewith duly authorized. For and on behalf of the \_\_\_\_\_ Bank.

Signature of Bidder (to be signed with official seal on each page)

com  
Gentle



Signature of authorized Bank official

Name: .....

Designation: .....

I.D. No. : .....

Stamp/Seal of the Bank: .....

Signature of the Bidder with Stamp/ seal & Date

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_

In the presence of:

Witness 1.

Signature .....

Name .....

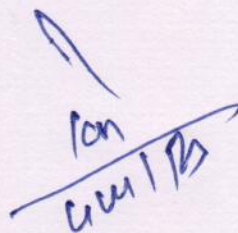
Address .....

Witness 2.

Signature .....

Name .....

Address .....





**4.4 FORM 4: FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 Between General Manager(Rolling Stock), Room No. 208, 2<sup>nd</sup> Floor, Admin Building, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhriugu Path, Mansarovar, Jaipur herein after called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Bidder) hereinafter called "the Bidder" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/2017-18/NIB/001" providing canteen services at Mansarovar Depot hereinafter called "the Works" and has accepted a Bid by the Bidder for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

- a. Letter of award
- b. General Conditions of Contract
- c. Special Conditions of Contract
- d. Technical Specification
- e. Notice Inviting Bid and Scope of Work
- f. Bill of Quantities
- g. Form of Bid with Appendix
- h. Addendums, if any
- i. Other conditions agreed to and documented

In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by \*\*and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**OBLIGATION OF THE BIDDER**

The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder 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 bidder in respect thereof, which may arise.

The staff/labor recruited by the Bidder for providing canteen services at Mansarovar Depot will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labor so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

Signature of Bidder (to be signed with official seal on each page)



**JURISDICTION OF COURT**

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

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

**For and on behalf of the Bidder****For and on behalf of the Employer**

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said

Name: \_\_\_\_\_

on behalf of the Bidder in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By the said

Name: \_\_\_\_\_

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note :**

- + To be made out by the Employer at the time of finalization of the Form of Agreement.
- \*\* Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- \*\*\* To be deleted if not applicable

Signature of Bidder (to be signed with official seal on each page)



#### 4.5 FORM 5: POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender no. JMRC/O&S/RS/2017-18/NIB/001 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all tenders, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award there of thousand /or till the entering into of the Contracts with JMRC.

And we here by agree to ratify and confirm and do here by ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power share by conferred shall and shall always be deemed to have been done by us. In witness whereof we, .....the above named principal have executed this power of attorney on this .....day of.....,2017.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney) (Notarized)

#### Notes:

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

*Can  
am/TS*



**4.6 FORM 6: INDEMNITY BY BIDDER'S STAFF (to be filled by each employee of the bidder after award of contract)**

(To be filled by bidder staff individually)

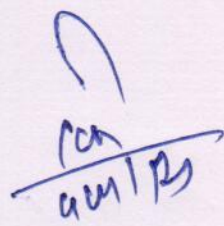
I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedure. I declare that I will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate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

-----  
Name of Indemnifier

-----  
Signature of Indemnifier

-----  
Name of Bidder

-----  
Signature of Bidder

  
Handwritten signature of the bidder, appearing to be 'Ran' over 'am/RS'.

Signature of Bidder (to be signed with official seal on each page)



**4.7 FORM 7: CURRICULUM VITAE (to be filled by each employee of the bidder after award of contract)**

Affix self-  
attested  
photograph

NAME : \_\_\_\_\_

AADHAR NUMBER (MANDATORY) : \_\_\_\_\_

FATHER NAME : \_\_\_\_\_

DATE OF BIRTH : \_\_\_\_\_

PERMANENT ADDRESS : \_\_\_\_\_

RESIDENTIAL ADDRESS : \_\_\_\_\_

MARITAL STATUS : \_\_\_\_\_

EDUCATIONAL QUALIFICATION : \_\_\_\_\_

EXPERIENCE : \_\_\_\_\_

LANGUAGE KNOWN : \_\_\_\_\_

NATIONALITY : \_\_\_\_\_

CATEGORY : \_\_\_\_\_

DATE: .....

PLACE: .....

Designation of staff

Thumb Impression

SIGNATURE

(To be filled by bidder)  
Attested by authorised person  
(Seal & Signature of proprietor)  
Phone/Mobile No: - .....

Signature of Bidder (to be signed with official seal on each page)



**5 FORMS TO BE FILLED WITH TECHNICAL BID SUBMISSION**

FORM T-1: GENERAL INFORMATION

FORM T-2: EXPERIENCE & TECHNICAL COMPETENCE

FORM T-3 Deleted

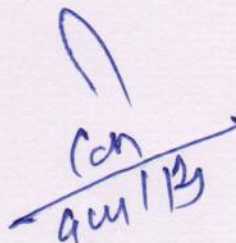
FORM T-4 Deleted

FORM T-5 STATEMENT OF DEVIATIONS

FORM T-6 Deleted

FORM T-7 INDEMNITY BY BIDDER

FORM T-8 DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

A handwritten signature in blue ink, appearing to read 'Can' over 'acm/B'.



**5.1 FORM T-1:GENERAL INFORMATION**

- 1 Bidder Company details (in case of consortium, details of Lead Partner)
  - (a) Name of Bidder Company:.....
  - (b) Address of the corporate headquarters and its branch office(s), if any, in India:  
.....
  - (c) Date of incorporation and/ or commencement of business:.....
- 2 Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address of correspondence:
  - (d) Phone Number:
  - (e) Fax Number:
- 3 PAN Number :
- 4 Bank Account Details (for purpose of receiving payment from JMRC) :
  - a. Name of the Account Holder:
  - b. Account Number /type :
  - c. Name of the Bank&Branch:
  - d. IFSC code
  - e. GST Registration No. , if applicable
  - f. Labor license, if applicable

Signature of the Bidder  
with Stamp/ seal & Date

10/11/18  
4/11/18



**5.2 FORM T-2: EXPERIENCE& TECHNICAL COMPETENCE**

**1: DETAIL OF WORK EXPERIENCE** (Completed as well as ongoing certificates issued by employer are to be attached):-

S.N.	Worked with (Name of organization)	Period		No. of Staff, served with catering services	Type of service- Office/Hostel /Hotel, Educational Inst. etc.	Whether Experience certificate attached (Yes/No)
		From	To			
1.						
2.						
3.						
4.						
5.						

- The bidder is required to submit relevant experience certificate to substantiate the above details. The experience without certificate will not be considered.

Signature of the Bidder with Stamp/ seal & Date

**5.3 FORM T-3: Deleted****5.4 FORM T-4: Deleted**

*Handwritten signature:*  
am TB



**5.5 FORM T-5: STATEMENT OF DEVIATIONS**

The following are the particulars of deviations from the requirements of the "Instructions to Bidders", "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

**Note:**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The bidder shall indicate price adjustment against each deviation, which he shall like to add to the bid price for withdrawing of his deviations if the same are unacceptable to the Employer.

Signature of the Bidder  
with Stamp/ seal & Date

*[Handwritten signature]*



**5.6 FORM T-6: DELETED****5.7 FORM T-7: INDEMNITY BY BIDDER**

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

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

-----  
Name of Indemnifier

-----  
Signature of Indemnifier

Stamp/Seal of the Indemnifier /Bidder

**5.8 FormT-8: 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 JMRC.
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 and Place:

Signature:

Name

Company:

Company Seal:

Signature of Bidder (to be signed with official seal on each page)



**5.9 GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

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

**(4) Appeal not to be in certain 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.

*[Handwritten signature]*  
10/11/18  
GM/PS



**(4) Form of Appeal**

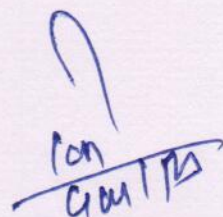
- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) 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 authorized representative.

**(5) 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.

**(6) Procedure for disposal of appeal**

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





**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:

**2. Name and address of the respondent(s):**

- (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:

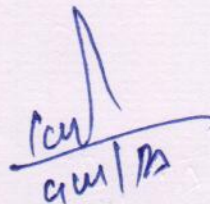
.....  
.....(Supported by an affidavit)

7. Prayer:

Place .....

Date .....

Signature





**6 FINANCIAL BID**

The bidders are requested to quote their rates of Standard Meal and snack items in the following Proforma against the base rates:-

S.No	Items	Base Rates* (Rs.)	Estimate Consumption/day (Only for purpose of assessment of Lowest Bidder) (A)	Unit Rate for each item (Rs.) (B)	Quantum of Business per day as estimated (Rs.) (A) x (B)
1.	Meal	40	40		
2.	Breakfast	18	40		
3.	Snacks	8	100		
4.	Tea	4	200		
5.	Coffee	7	40		
(C) = TOTAL ESTIMATED QUANTUM OF BUSINESS PER DAY (ONLY FOR COMPARISON OF BIDS)					

**D = TOTAL ESTIMATED QUANTUM OF BUSINESS IN ONE YEAR (Rs.) = (C X 305)**

**NOTES\*:**

- 1) The bidders can quote rates **below/ above these** base rates, but that rates shall be workable in terms of canteen requirements.
- 2) **The rates quoted shall be inclusive of all statutory taxes and GST.**
- 3) Extra items as below will be sold, and shall not form a part of the quoted prices:
  - a) Extra Roti/ Chapati will be sold at a rate of Rs. 4 per roti.
  - b) Extra serving of Dal/ Vegetable will be sold at a rate of Rs. 8 per serving (i.e.150 gms ).
  - c) Packaged Goods at MRP.
  - d) Rates of extra servings of other items shall be as mutually agreed between bidder and JMRC.

I have read and understood the contents of the bid and unconditionally agree to abide by them, in acknowledgement of which I sign below:

Date and Place:

Signature:

Name

Company:

Company Seal:

*[Handwritten signature]*

Signature of Bidder (to be signed with official seal on each page)